

INDEPENDENT HEALTH ASSOCIATE HANDBOOK



Dear Associate:

Welcome to Independent Health! As a valuable member of our team, you play an important role in helping Independent Health achieve its mission, vision and values. Our mission is to provide health-related products and services that enable affordable access to quality health care; our vision is to be the recognized leader in customer engagement and delivering solutions that improve the health of the communities we serve; our values are passionate, caring, respectful, trustworthy, collaborative and accountable.

We take pride in our company's culture and comprehensive compensation and benefit package. We believe in treating each other with dignity and respect, while providing exceptional service to our internal and external customers and promoting an inclusive and collaborative environment.

Our organization's success is a reflection of our associates' dedication, teamwork and pride in their careers – all of which result in high quality work and exceptional customer service. Let's continue to work together to positively transform our organization and the health care industry.



Michael W. Cropp, M.D.
President/CEO

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Independent Health (IH) Associate Handbook

This handbook applies to associates of Independent Health Association and associates of certain affiliate organizations: Independent Health Corporation (IHC), Independent Health Foundation (IHF) and WNY Collaborative Management Services (WNYCMS) will be incorporated hereto by reference (hereinafter “the company”). This Associate Handbook is designed to introduce you to company practices, processes and benefits. However, if you have any questions, you are encouraged to review specific questions with your department leader or human resources business partner (HRBP)..

The Associate Handbook is not a contract of employment and your employment can be terminated at any time for any reason since you are considered to be AN ASSOCIATE AT WILL. The company reserves the right to make employment decisions different from or contrary to the policies expressed in this handbook. This Associate Handbook also summarizes the current benefit plans offered by the company. If any questions arise regarding the implementation or interpretation of any benefit plan, the terms and conditions of the actual plan documents will dictate rather than the summaries contained in this handbook. The Associate Handbook (and other plan documents) are not contractual in nature and do not guarantee any continuation of benefits.

The information in this handbook supersedes and replaces all previously published handbook information and is current as of the date shown on the bottom of the page. The company also reserves the right to modify this handbook at any time and without notice. The most up-to-date version will be available electronically for all associates to view. Depending on the nature of the update, you may be notified through email that an updated version has been posted.

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Congratulations! You have joined a company that is at the forefront of health care reform efforts locally, regionally and nationally. Through innovative programs and partnerships, we are taking the lead in developing a sustainable health care model to achieve the “quadruple aim” – better health, better care, lower costs and improved provider vitality.

Our innovative approach of engaging physicians as partners, implementing initiatives with community-minded results and focusing on the customer has greatly benefited this community. Our success is reflected in the numerous awards, honors and recognition we have received, including:

- Independent Health was ranked number one among 83 health plans across the country participating in the Federal Employee Health Benefits (FEHB) program for 2022, which provides health insurance to federal employees, retirees and their covered dependents. This ranking was based on Independent Health’s outstanding QCR score, which highlights a plan’s performance in the areas of clinical quality, customer service and resource use.
- Independent Health was recognized by the Centers for Medicare and Medicaid Services (CMS) as a 5-Star Medicare Advantage Plan for 2023. Independent Health is the only health plan in the nation to be awarded 5 stars for all its 2023 Medicare HMO, Medicare PPO and Medicare Prescription Drug plans.
- Independent Health once again achieved Tier 1 Status as part of the Medicaid Managed Care Quality Incentive through the New York State Department of Health (NYSDOH). Independent Health’s overall score, which was based on data reporting from 2021, was the highest among all participating health plans throughout New York state. The NYSDOH Quality Incentive program focuses on the performance in quality and member experiences of health plans. It uses an algorithm to award points to plans for high quality in the categories of Effectiveness of Care, Access and Availability and Use of Services.
- Independent Health and its family of companies were each named among the “Best Companies to Work for in New York in 2023,” with Independent Health being one of only five companies to be recognized in New York State for 16 consecutive years – as long as the “Best Companies” survey has been in existence. The Best Companies to Work for in New York State program is presented by the New York State Society for Human Resource Management.

A Great Place to Work

Our dedicated associates and positive workplace culture have led to Independent Health being consistently named as one of the Best Companies to Work for in New York State for over a decade. This honor is a testament to the outstanding culture Independent Health has fostered for more than 30 years – one that provides a positive work experience and outstanding products and services to our customers. Our consistent ranking as one of the Best Companies to Work for in New York State is a reflection of our commitment to our highly valued associates. Associate satisfaction is a top priority at Independent Health. We recognize our associates are our greatest asset, and we strive to ensure a culture that helps our associates reach their fullest potential.

In fact, the people of Independent Health have always been integral to the company’s success. Over the years, Independent Health has attracted, retained and built an expert work force, and our team’s

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passion and commitment to serving our customers and community continues to set us apart. Independent Health's associates have also made the company a great place to work by creating a friendly, energetic and supportive culture and positive work environment.

The reputation Independent Health has earned as a top-rated health solutions company is the result of more than three decades of hard work and a relentless devotion to excellence. Commitment to quality is fundamental to everything Independent Health does. It is this progressive spirit that has led to the company's long-term success.

Mission

We provide health-related products and services that enable affordable access to quality health care.

Vision

We will be the recognized leader in customer engagement and delivering solutions that improve the health of the communities we serve.

Values

We are...

Passionate – We love what we do

Caring – We support the well-being of others

Respectful – We are considerate and value individual differences

Trustworthy – We instill confidence through our character and competence

Collaborative – We work together to create solutions

Accountable – We deliver what we promise

Culture: The Key to Our Success

Since the company's founding in 1980, Independent Health's unique and positive culture has been the cornerstone of the company's success. In a world of constant change and increasing complexity, our culture has been the mainstay of our organization, enabling us to thrive in any environment. This success is reflected in the national recognition, top honors, awards and rankings Independent Health receives on a consistent basis.

Independent Health's culture is rooted in our core values. These are the values we identify as being central to consistently serving our customers with excellence; they are the heart and soul of our organization. Our values permeate everything we do and help ensure we meet our customers' needs and expectations in every interaction we have with them.

Independent Health's values are expressed, channeled and achieved through our associates. That's why we strive to hire people who share our values, who have a collaborative work style, and who exhibit exceptional character, quality and integrity. The spirit and passion of our associates is what has enabled Independent Health to be consistently rated one of the top health plans in the nation; this same spirit and passion will drive our future success.

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Recognizing that people are our most important asset, Independent Health has identified associate satisfaction as a top priority. We have worked hard to make Independent Health a great place to work and, based on internal surveys, there is a high level of associate satisfaction in the company. High associate morale, in turn, translates to high customer satisfaction, as demonstrated by the high ratings we receive from our members, various organizations and national publications. One reason for the high level of associate satisfaction is that Independent Health consistently rewards and recognizes associates for their hard work, passion and accomplishments. Every year, the company celebrates associates Associate Appreciation events and at the Company Team Meeting. These events also provide an opportunity for associates to get to know each other better, which helps to instill teamwork and unity.

Independent Health is proud of our award-winning culture. Recognizing that our competitive advantage lies primarily in the dedication and creativity of our associates, we are committed to fostering a culture that creates a positive work environment for our associates and helps us continue to deliver the best possible experience for our customers.

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COMPANY INTRODUCTION

Independent Health began operations in 1980 as a Health Management Organization (HMO). Throughout its history, Independent Health has addressed the ever-changing needs of the community and our membership, while delivering top-notch quality and value.

Product Portfolio

Independent Health, a not-for-profit health plan headquartered in Buffalo, New York, serves nearly 400,000 members and provides innovative health care products and benefits designed to engage consumers in their health and well-being. Established in 1980, our comprehensive portfolio of progressive products includes HMO, POS, PPO and EPO products, Medicare and Medicaid plans, traditional indemnity insurance, individual and small group plans through the New York State of Health marketplace, consumer-directed plans and health savings accounts, plus coverage for self-funded employers. Our subsidiaries and affiliate companies include pharmacy benefit management, specialty pharmacy and the Independent Health Foundation.

Highlights include:

- **FlexFit** – Launched in 2003 as a way to give members the unique opportunity to choose a plan with benefits that fit their lifestyles.
- **iDirect** – Our suite of consumer-directed health plan products first offered in 2005. Coupled with health savings accounts, iDirect empowers consumers to take charge of how their health care dollars are spent.
- **Evolve**® – An innovative plan introduced in 2011 as a way to reward members for taking an active role in their health. This high-deductible plan is unique because it includes incentives through FitWorks®, - a Web-based wellness program that promotes individual and group challenges, peer support tools and links to wellness programs and services.
- **Independent Health's Choice Plus**® – Introduced in 2013 as a consumer-directed health plan based on coordination of care through a tailored network of high-performing providers to achieve efficiencies in delivering quality care.
- **Independent Health's Nutrition Benefit** – The first benefit of its kind in New York state, this option was introduced in 2014 to give members the opportunity to receive money-back rewards for buying fresh fruits and vegetables.
- **Independent Health's Telemedicine Benefit** – New in 2015, this benefit provided through Teladoc® allows members to talk with a doctor anytime, anywhere by phone or online video 24 hours a day, 7 days a week for a low copay.
- **FitWorks**® – Our online wellness tool that helps members set and achieve their health and wellness goals.
- **Independent Health has the largest Medicare Advantage plan membership** in Western New York, based on the Centers for Medicare and Medicaid Services (CMS) Western New York (WNY) enrollment data for 2023.

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- **Care for You** – help members with chronic health conditions get the medical care and assistance they need without having to navigate the health care system alone. The Care for You team enhances access to the most appropriate care in order to reduce hospitalizations, readmissions and emergency room visits by wrapping around the delivery system.
- **Brook Health Companion and Brook+ Diabetes Prevention Program** – Brook is a mobile app that helps members have a complete view of their health, and set up reminders to do things like take your medications as directed. Brook+ is a CDC-recognized diabetes prevention program via a mobile application.
- **Foodsmart and Food First** – Foodsmart offer our members a convenient way to eat healthier and live better. And with the opportunity to save money and develop healthy new behaviors. Food First is designed to establish long-term food security solutions through free support from registered dietitians, easy online ordering and food delivery to bring healthier options within reach for . Independent Health’s Medicaid managed care members.

Expansion and Growth

Independent Health has augmented our highly successful insured product portfolio with services that employers and associates need to better manage their health care expenses.

- **Nova Healthcare Administrators**[®] was acquired in 2003 as a subsidiary that administers customized, flexible self-funded benefit designs, including medical, dental and vision services that lead to better quality medical outcomes and sustainable health care cost reductions.
- **Pharmacy Benefit Dimensions**[®] (PBD) was established in 2005 to provide pharmacy benefit management services to employers that self-fund their prescription drug benefits separately from their medical plans. PBD is the 20th largest PBM in the country, serving nearly 500,000 members. Due to its continued growth, PBD became a wholly-owned subsidiary of Independent Health Corporation in 2014. Independent Health is the only health plan in Western New York with an in-house PBM function.
- **Reliance Rx**[®], a specialty pharmacy company, was established in 2010 to oversee the management and distribution of specialty drugs to members of Independent Health and other payers with a focus on safety, efficacy and cost-effectiveness.
- **WNY Collaborative Management Services**[®], was established in 2021 to provide various administrative support to the WNY Coordinated Medical Care, PC in its role to simplify the complex health care needs for Independent Health members with multiple chronic conditions. WNY Collaborative Management Services provides experienced dedicated support staff, training and onboarding, workflow and process support and program performance reporting.

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Community Wellness Initiatives

Independent Health proudly introduced the area's first consumer- and employer-focused wellness programs in 1989. Today, we have a dedicated focus on various worksite and community-based wellness programs across the region.

Independent Health Foundation

The Independent Health Foundation was established in 1992 to provide the support and resources the community needs to lead healthy lifestyles. Over the years, the Foundation has implemented programs and initiatives that promote positive healthy changes in the community and empower individuals to become educated health care consumers. Some of the key initiatives include:

- Healthy Options® Buffalo, a program developed by the Independent Health Foundation in partnership with area restaurants and food trucks to provide healthy, low-fat, low-cholesterol menu items. Currently, more than 170 local restaurants and food trucks participate in this program.
- In 2006, the Independent Health Foundation created Good for the Neighborhood®, a regional program launched with the City of Buffalo and the City of Niagara Falls as a way to improve the health and wellness of thousands of people throughout Western New York's most-challenged communities. The initiative provides healthy living learning tools to assist people in managing their own health care more effectively and improving their overall health.
- The Fitness for Kids Challenge, a community-wide initiative introduced in 2008, aims to improve the health habits in youth to combat rising rates of obesity and Type 2 diabetes. The program works with area schools to increase their students' level of physical activity, improve their nutritional choices and promote the benefits of maintaining a healthy lifestyle.
- *Soccer for Success*® is a national after-school, youth development program that uses soccer, along with mentorship and nutrition education, as a way to engage kids in their health and reduce childhood obesity. In 2012, the Independent Health Foundation was one of 13 organizations in the United States to receive a sub-grant from the U.S. Soccer Foundation to help implement this program locally.

Partnerships with Physicians

Much of Independent Health's success has been built on the company's unique ability to forge strong relationships with local physicians. Independent Health is one of the few health plans in the U.S. with physicians in the leadership positions of president and CEO and board chairperson.

- In 2009, to address the issues of access, quality, and patient satisfaction at the primary care level, Independent Health piloted a new model of health care delivery, known as the Patient Centered Medical Home (PCMH). The goal of this innovative initiative is to provide patients with better access to health care services and more personalized care through a team approach. All 18 practices involved in the PCMH pilot program successfully achieved the highest recognition by the National Committee for Quality Assurance (NCQA).

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- From PCMH, Independent Health created the Primary Care Investment Program (PCIP), which was ultimately branded The Primary Connection, to further improve affordability and quality of care; increase member, physician and staff satisfaction, and address the physician shortage in primary care. The Primary Connection builds on the success of PCMH by strengthening and reinforcing our relationships with our physician partners (primary and specialist), in particular the primary care physicians. Through the Primary Connection, Independent Health will further its efforts toward accomplishing the triple aim of better health, improved quality and lower cost.

Rising Cost and Complexity of Health Care

Throughout our company's history, we have been known in the community for providing outstanding service to both our members and providers. As the health care environment becomes more complex, consumers are in greater need of excellent customer service more than ever before.

In response to the rising cost of health care, Independent Health is improving quality and finding efficiencies and process improvements through numerous initiatives and associate engagement. Independent Health is passionate about reshaping the delivery of health care and combating the rising cost of health care in this community and, hopefully, the nation.

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SECTION I: COMPANY POLICIES, PRACTICES AND PROCEDURES

Standards of Business Ethics

The company is committed to conducting its business in strict compliance with all applicable laws, rules and regulations; with honesty and integrity; and in accordance with the highest standards of business ethics. Everyone at the company shares the responsibility of ensuring that the company's business is conducted in a legal, honest and ethical manner.

The Code of Conduct and Ethics

The Code of Conduct and Ethics sets forth the principles that all associates, interns, consultants, vendors, leased associates, board members, directors and officers must adhere to and embrace. Each of us is required to act in an ethical manner in the performance of our duties and the Code of Conduct and Ethics illustrates the principles necessary to promote a professional and ethical environment. At the core of the Code of Conduct and Ethics is the expectation that all workforce members shall adhere to all federal and state laws, rules and regulations, and corporate policies and procedures in the performance of their job functions. Everyone should be familiar with the Code of Conduct and Ethics and incorporate the principles contained therein into their daily lives.

The company's Code of Conduct and Ethics and policies are an integral part of New Hire Orientation and Annual Awareness Compliance Training. The Code of Conduct and Ethics is distributed to all workforce members during New Hire Orientation, at the completion of Annual Awareness Compliance Training and is always available on the IH Connections landing page. All associates must sign the Associate Agreement and Attestation after New Hire Orientation and annually thereafter, upon completion of Annual Awareness Compliance Training. This Associate Agreement and Attestation reiterates the associates' commitment to the company.

Reporting Procedures

Every associate has the responsibility of reporting any known or suspected violation of the company's Code of Conduct and Ethics or of any non-compliance with regulatory or legal requirements. If issues arise that you feel uncomfortable directly reporting to the Compliance Department, Human Resources, the Special Investigations Unit or any level of management, the company uses a third-party anonymous and confidential helpline.

This confidential and anonymous helpline operates 24/7/365 and can be accessed via two methods: 1-877-229-4916 or <https://reportit.net>. If you choose to report using the helpline, you will need the following information for the issue to be directed back to Independent Health for investigation (this information cannot be used to identify you): username: IHA; password: redshirt. Associates should also contact the confidential Fraud and Abuse Hotline at 1-800-665-1182 for issues related to member or provider fraud, waste or abuse (medical or prescription). Prompt reporting of a violation is in the best interest of all associates. Notifications will be held in the strictest of confidence to the extent permitted by legal or regulatory requirements and no associate will suffer any form of retaliation if they were not a knowing participant in the violation. The company maintains a strict policy of nonretaliation for all workforce members who report issues.

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Please review the company's *Mechanism for Noncompliance and Corrective Action Policy #A990801007* and the *Non-Retaliation and Non-Intimidation Whistleblower Policy #A030414073* located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#) for detailed information on reporting and workplace protections.

Compliance with Laws and Regulations

A variety of laws and regulations apply to businesses such as our company, including those dealing with health care, privacy and security of associate and member information, reporting requirements, taxes, securities, employment opportunity, political contributions and many more. It is the company's policy to conduct its business in strict compliance with all applicable federal, state and local laws and regulations.

Affordable Care Act (ACA)

The Affordable Care Act (ACA) is a federal law that provides a national framework for health care reform. The company and all health plans are required to implement the provisions included in the law within the designated time frames.

Centers for Medicare and Medicaid (CMS)

The company complies with all laws, rules and regulations pertaining to the Medicare Advantage (MA) and Medicare Prescription Drug Benefit programs.

Independent Health's Fraud Prevention Plan

The company has a comprehensive plan outlining the many ways in which we work to prevent, detect, correct, and defend against fraud, waste and abuse (FWA). Located on IH Connections, please consult the Fraud Prevention Plan to enhance your understanding of the elements of our fraud prevention efforts.

Fraud Laws and Whistleblower Rights and Protections

It is the company's policy to conduct its business in strict compliance with all applicable federal, state and local laws and regulations. The company is committed to detecting, correcting, reporting and preventing potentially illegal and fraudulent practices. The company has a comprehensive fraud and abuse program, which is led by its Special Investigations Unit (SIU) that is designed to detect, correct, prevent and report potentially illegal and fraudulent practices as outlined in our *Corporate Fraud Prevention and Reporting Policy #A990901029* and *Returning Overpayment Policy #A20150512027* located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#).

In furtherance of the company's culture of fraud awareness, our associates, business partners and providers undergo annual fraud, waste and abuse (FWA) education. Every associate has a responsibility to report any potential fraud, waste, or abuse.

The *Fraud Laws and Deficit Reduction Act Notice Policy #M111103166* located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#) contains important information about federal and state fraud and abuse laws, and whistleblower (Qui Tam lawsuits) protection laws. Collectively, these laws and rules create a framework for federal and state governments to detect and prevent fraud and abuse in the health care system and to protect the individuals and entities who provide information to the government about such fraud and abuse. For any questions regarding false claims or federal and/or

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state fraud laws, please contact the Compliance Department or SIU.

Please refer to *Exhibit 1* for additional information.

Health Insurance Portability and Accountability Act (HIPAA)

The company is committed to protecting private data of its plan participants and members. Any associate who violates a HIPAA privacy or security policy is subject to disciplinary action, up to and including termination of employment.

Health Information Technology for Economic and Clinical Health Act (HITECH)

HITECH is a U.S. law which amended HIPAA and requires the company to notify individuals whose data was breached through unauthorized use or disclosure of unencrypted protected health information (PHI). Many other provisions of HITECH affect the company as well, including requirements that our business associates implement security and privacy controls over data and how we account for disclosures of PHI.

Confidentiality and Non-Disclosure

The protection of confidential business information is vital to the interests and the success of the company and is consistent with our core values.

All associates are required to sign an Associate Agreement as a condition of employment for the confidentiality, security and non-disclosure of confidential business information, which includes financial data, protected health information (PHI), or other non-public proprietary company information. Associates agree to abide by all of the company's privacy, confidentiality and security policies and state and federal laws, rules and regulations. This does not limit associates right to discuss their own personal employment information as related to their terms and conditions of employment.

Associates may only use or disclose this information as required in the course of their work-related duties and responsibilities and only use and disclose the minimum amount of information necessary to accomplish their work-related duties and responsibilities.

Associates who improperly use, disclose or fail to keep secure business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

Conflict of Interest

A conflict of interest may result from any activity, financial investment, interest, association, or relationship (including relationships with family members, relatives, friends and social acquaintances), that conflicts with associate's independent exercise of judgment concerning their employment and/or the proper discharge of their duties in the best interests of Independent Health and/or its affiliate organizations.

In accordance with our values, the company requires that an associate, as a condition of their employment, carry out the following responsibilities:

1. Immediately report conflicts of interest that they are party to, or that they observe or are aware of to the Chief Compliance Officer.

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2. Disclose such conflict to the Chief Compliance Officer or management as soon as the associate is aware of it and before the issue over which they have some power or influence is discussed or decided. A disclosure form is available on the shared document section on IH Connections for associates to submit.
3. Refrain from participation in any decision-making process in which they have a potential or actual conflict of interest unless such conflict is fully disclosed to the Ethics Committee and the Committee waives such conflict.
4. Outside employment of an associate cannot interfere with performance or scheduling or create a conflict of interest. Prior approval from an associate's department leader is required and any potential conflicts of interest with the outside employment should be submitted to Compliance for review. If deemed a conflict of interest, the company reserves the right to ask the associate to terminate outside employment.
5. Annually report reoccurring conflicts using the Conflict of Interest Disclosure form.

For more information see the *Conflict of Interest Reporting Policy #A991018002* located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#)

In accordance with the *Corrective Action/Progressive Discipline Policy #A040628200* and *Compliance, Privacy and Security Event Scoring Policy #A20140303001* located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#) any associate who acts in violation of the law and/or this corporate policy is subject to disciplinary action, up to and including termination of employment.

Diversity/Inclusion

At our company, we believe our success depends on our ability to foster a culture that values and appreciates the individual differences of our associates. This belief is embodied in our organization's values of passionate, caring, respectful, trustworthy, collaborative, accountable. Our goal is to ensure everyone feels welcome and we create a safe place for important, authentic conversations. By creating an environment that respects and cares for all people, we can effectively respond to the diverse needs of our associates, customers and community. Diverse in understanding, diverse in skills, diverse in thought, diverse in culture – these are the qualities that make us the best at enabling affordable access to quality health care and improving the health of the communities we serve. We commit to doing the work that calls for us to listen, be innovative and take action that creates lasting change. For more information please see the company's *Diversity, Equity, Inclusion and Belonging Policy #A2022092711* located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#)

Equal Employment Opportunity/Affirmative Action

As an Equal Opportunity/Affirmative Action Employer, the company will not discriminate in its employment practices due to an applicant's race, color, creed, religion, sex (including pregnancy, childbirth or related medical conditions) sexual orientation, gender identity or expression, transgender status, age, national origin, marital status, citizenship or immigration status, physical or mental disability, prior arrest or conviction record, genetic information, predisposing genetic characteristics, ,

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domestic violence victim status, military status or service, familial status, an individual's or a dependent's reproductive health decision making or on the basis of an individual's known relationship or association with a member or members of a protected class, or any other characteristics protected under applicable law.

It is also the policy of the company to take affirmative action to employ and to advance in employment all persons regardless of their status as individuals with disabilities or protected veterans, and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, at all levels of employment.

The company will make reasonable accommodations for qualified individuals with disabilities, due to an individuals' sincerely held religious beliefs, for known limitation related to pregnancy, childbirth, or related medical conditions or other accommodations as required by federal or state law, unless doing so would result in an undue hardship to the company. An associate who feels they may need a reasonable accommodation should review the *Reasonable Accommodation Policy #A20150714056* located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#) and contact Human Resources.

The company recognizes that in order to maintain and further expand our success, a program of Equal Employment Opportunity/Affirmative Action requires full cooperation and understanding by all associates. If at any time an associate feels that equal employment opportunity was not afforded to them, they should contact their department leader, or a human resources business partner.

Discrimination and Harassment in the Workplace

As outlined in the *Corporate's Non-Discrimination and Anti-Harassment Policy #A900800211* located in here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#), the company is committed to providing a work environment free of all forms of discrimination, including harassment on the basis of a person's race, color, creed, religion, sex (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity or expression, transgender status, age, national origin, marital status, citizenship, physical or mental disability, prior arrest or conviction record, genetic information, predisposing genetic characteristics,, domestic violence victim status, military status or service, familial status, an individual's or a dependent's reproductive health decision making, or on the basis of an individual's known relationship or association with a member or members of a protected class, or any other characteristics protected under applicable law. Sexual harassment is a form of workplace discrimination and is outlined in greater detail in the policy below.

Further, the company prohibits all forms of unlawful harassment which is unwelcome conduct based on any protected class. This also includes harassment or retaliation against someone because they have complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. Harassment is against the law whenever an individual is subjected to inferior terms, conditions or privileges of employment. Harassment includes any conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, or otherwise adversely affects an

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individual's employment opportunities. Harassment need not be severe or pervasive to be unlawful and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

All associates are encouraged to report any harassment or behaviors that violate this policy. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of, to Human Resources. The company promptly investigates every discrimination or harassment claim brought to its attention, and for any finding of discrimination takes appropriate disciplinary action, up to and including termination of employment.

Additionally, under the company's business conduct rules, bullying of any kind is prohibited in the workplace. Workplace bullying is repeated, health-harming mistreatment in the form of verbal abuse, threats, intimidation, humiliation and work sabotage that undermines business and services.

For more information, see the *Non-Discrimination and Anti-Harassment Policy #A900800211* located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#)

Sexual Harassment

Sexual harassment is a form of workplace discrimination that subjects an associate to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the company recognizes that discrimination can be related to or affected by other identities beyond gender and additional information about the company's commitment to a discrimination-free work environment is outlined above.

All associates, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy outlines associates' rights to a workplace free from harassment, helps associate learn what sexual harassment and discrimination look like, what actions they can take to prevent and report sexual harassment, including a complaint form, and how they are protected from retaliation after taking action.

All associates are provided with a copy of the policy upon hire and are required to complete training on an annual basis. The *Sexual Harassment Policy #A201810008080* and complaint form is located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#) IH Connections

Proprietary Information

Proprietary information represents any company information that is not publicly known. This information covers any aspect of the company's business, including financial, technical, sales, human resources, marketing, IT, etc. Proprietary information also represents any present or future activities of the company.

All associates have a responsibility to protect the company's proprietary information. Any associate found using this proprietary information for any purpose other than the business of the company will be subject to disciplinary action, up to and including termination of employment and/or criminal prosecution.

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Protected Health Information (PHI)

Protected health information (PHI) refers to individually identifiable health information that is transmitted or maintained by the company in any form. Individually identifiable health information is health information (including genetic information) that is created or received by the company, that relates to the physical or mental health or condition of a member or to the provision of health care to the member or the payment for such health care, and that identifies the member.

Any use or disclosure of PHI in violation of the company's privacy, confidentiality and security policies and procedures of HIPAA should be reported **immediately** to the Information Risk Office at (716) 250-7300 or x2800. Such disclosures may require immediate notification to groups, affected members, and regulatory agencies, depending on the nature of the disclosure. Any disclosure may result in disciplinary action, up to and including the termination of employment or association with the company, and the imposition of civil penalties and criminal penalties under applicable federal and state law.

Intellectual Property

The company's intellectual property policy is intended to cover all forms of intellectual property, including but not limited to, patents, copyrights, trademarks, and trade secrets.

The term "intellectual property" is a very broad term and generally includes, but is not limited to all inventions (whether patentable or not), creations, discoveries, concepts, ideas, findings, designs, development, materials, processes, algorithms, trademarks, service marks, copyrights, technology, computer software and programs (source and object code), works of authorship, formulas, trade secrets, disclosures, patent applications, patents, machines, molds, assemblies, improvements, data, advertising, recordings, compilations, compositions, methods, devices, manufacture, formulas, techniques, products, prototypes, as well as improvement thereof and rights, claims or know-how related thereto.

During associates relationships with the company, associates agree that Independent Health will own all rights in and to the intellectual property created by associates if the intellectual property: (1) is created or developed while on the company time; (2) is created or developed with use of the company's facilities; (3) is created or developed in whole or in part based on the company's intellectual property or confidential information; or (4) relates in any way to associates duties for the company.

Associates agree to promptly inform the company of any intellectual property created by associates during their relationship with the company. From time to time, the company may need associates' assistance to protect the intellectual property and associates agree to execute all documents the company requires so that the company may obtain, secure, maintain, or enforce the company's intellectual property rights throughout the world.

Acceptance of Gifts

The acceptance of gifts from an external person, firm, or vendor can raise questions related to conflict of interest and/or undue influence. Therefore, associates must follow these principles:

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1. An associate cannot accept any gift from an external person, firm or vendor if the intent is to influence.
2. An associate may never accept a gift of cash or cash equivalent gift (e.g., gift certificates or gift cards) from an external person, firm or entity.
3. An associate must report the receipt of gifts in value of \$35 or more to the Chief Compliance Officer using the Receipt of Gifts form located on the shared document section on IH Connections. This form must be completed and provided to the Chief Compliance Officer within five calendar days from receipt of the gift. Failing to report gifts or other remuneration from an external person, firm or vendor to the Chief Compliance Officer may result in disciplinary action, up to and including termination of employment.
4. Accepting gifts or other remuneration from an external person, firm or vendor that does not comply with ethical guidelines is subject to disciplinary action, up to and including termination of employment.

For more information, see the *Associate Gift Acceptance Policy #A000601056* located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#)

Anti-Retaliation

The company will not tolerate retaliatory action of any kind, taken by a supervisor or associate against an associate who has followed the company's policies and reasonably believes and in good faith believes or suspects wrong-doing or noncompliance has occurred. This includes associates who participate in/with an organizational investigation pertaining to alleged wrong-doing or noncompliance or who assists appropriate authorities in investigating possible wrong-doing or noncompliance. Associates are protected when they:

- Seek remedy or report incidents of known or suspected non-compliance or FWA, discrimination, harassment or workplace violence;
- Request reasonable accommodation;
- Use the company's open door or complaint resolution policies;
- Notify Independent Health management of on-the job drug use or safety violations.

Additionally, it is the policy of the company to foster an environment of open communication so that workforce members understand their obligations to report compliance concerns and understand they are protected when they do, as outlined under the *Corporate Non-Retaliation and Non-Intimidation Whistleblower Policy #A030414073* located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#).

Access to Associate Employment Files & Records

An associate's employment file is confidential and will be maintained in the Human Resources Department. Associates who wish to review their own employment file should contact Human Resources (HR). With reasonable advance notice, associates may review their own employment file. Files may not be removed from the area and are the express property of the company. Files may only be viewed in the presence of a human resources department member.

The company affirms the privacy rights of associates' medical records or health plan records.

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Furthermore, the company will not access an associate's personal information regarding the associate's (or the associate's dependent's) reproductive health decisions, without the associate's prior informed affirmative written consent. Since the company is both the employer and the medical coverage plan provider, associate's medical plan records for associates that are in our employer group medical plan, are in a confidential group which is blocked from access by other associates. Associates must speak with a designated Servicing Advocate to receive assistance regarding their medical plan questions pertaining to claims, billing, physician changes, etc. Associates may also request that their prior company medical plan history from previous employers or their current coverage in another group plan be blocked from access by emailing SeniorEnroll@independenthealth.com. Any medical information that Human Resources obtains from an associate such as a doctor's note or other health information as necessary for administering such things as leaves of absence, workers' compensation, wellness programs, or health insurance will be kept in a separate confidential medical file.

Associate Counseling/Disciplinary Action

As part of our commitment to our core values of caring and respectful, it is our expressed intention to consistently treat all associates fairly and equally. In return, the company expects all associates to conduct themselves in a businesslike manner and maintain a record of employment of which they may be proud.

The company uses corrective action plans and/or progressive discipline as an effective means of counseling associates who are having work related issues which are impacting their ability to perform their job as outlined in the *Corrective Action/Progressive Discipline Policy #A040628200*. Associates' non-compliance with corporate policies and procedures, HIPAA Privacy and Security Rules, state and federal law/regulation, and/or illegal or unethical conduct will be reviewed under the *Compliance, Privacy and Security Event Scoring Policy #A20140303001* with recommended corrective action issued in accordance with the *Corrective Action/Progressive Discipline Policy #A040628200* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#). Violations of department-specific policies, including attendance, should also follow the progressive disciplinary process. Progressive disciplinary action steps may be taken as follows:

- Verbal warning
- Written warning
- Final warning with or without suspension
- Termination

When circumstances and severity of an associate's actions and record of employment warrant, any of the above steps may be omitted to ensure that discipline is appropriate to the offense or misconduct under all the relevant circumstances. Newly hired associates (less than 6 months of employment) may begin the progressive disciplinary process at an advanced step. Disciplines will be in effect for one year after issuance when considering advancement to the next step in the progressive discipline process. Additionally, associates who have a written warning or higher disciplinary action within the last six months, may be impacted in their eligibility for consideration for a job posting.

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A performance improvement plan is a formal document outlining performance issues and goals that an associate needs to achieve within certain timeframes. Performance Improvement plans may or may not be delivered in conjunction with progressive disciplinary actions.

For more information, see the *Corrective Action/Progressive Discipline Policy #A040628200* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#).

Associate Training Modules and Programs

The company is committed to ensuring every associate receives a positive experience and the necessary training to support their legal and regulatory compliance at the start of employment as well as supporting their continued compliance on an annual basis.

The completion of required training is an essential function of an associate's job and failure to comply with required training, may be grounds for disciplinary action, up to and including termination of employment or termination of association.

Various training modules and sessions conducted by the company throughout the year are federally or state mandated. Training is an essential element of an effective compliance program. Associates are expected to report to training sessions on time and to complete training within required timeframes. Those arriving late to sessions will be asked to reschedule.

New Hire Orientation & New Hire Compliance Training

All associates (including any out of area associates) to participate in New Hire Orientation and Training.

In addition to the in-person orientation, all associates are also required to complete the New Hire Compliance Online Module and HIPAA 101 for New Hire Workers online module within the first week of employment. They must also complete the New Hire Online Orientation program modules including Sexual Harassment and Cultural Competency within 30 days of employment.

Annual Required Training

To support associates' continued compliance and to ensure associates are updated on changing requirements, all associates and (including out of area associates) are required to complete and attest to the following retraining on an annual basis:

- Annual Compliance Training
- Annual Specialized Medicare Training (based on cost center)
- Annual Sexual Harassment Training
- Fraud, Waste and Abuse (FW&A) Training
- Privacy and Security Information Risk Training
- Cultural Competency Training

Additional required training may be added throughout the year, as per any new regulatory requirements.

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Managers should consult the *Associate Training Policy #A20151013076* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#) for any specific training/onboarding requirements for contingent workers.

Department-Specific Required Training Programs

Departments may develop and provide their team members additional training relevant to the individual or departments' responsibilities. Department leaders are responsible for maintaining and updating the training material as needed. Departments are responsible for working in conjunction with the Learning Center when developing department-specific training to ensure consistent with other required training and standards.

Other Training Opportunities

Associates may receive or be invited to additional training modules and/or programs throughout the year. Such training may be in the form of an email or monthly tips. Individuals may be required to attest to the receipt of the training and must complete the attestation and review within a specified period. The department or contact individual developing the material is responsible for assuring that all attestations, if required, are signed and received.

For more information about required training and orientation see the *Associate Training Policy #A20151013076* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#).

Associates' Use of Meeting Space

Meeting space areas on the campus may be utilized for associates charitable fund-raising activities related to company- sponsored fund-raising initiatives, or to support associates' professional business relations that associates are involved in due to their employment with the company and in furtherance with the company's mission. For example, associates may be involved in activities due to being an officer or board member with such professional organizations and may wish to utilize a company meeting room to host a single or limited time event with that organization. All requests for use of meeting space for fund-raising, non-IH business relationship meetings or meetings scheduled outside of normal business hours should be submitted to Facilities for review and approval. Requests will be determined based upon type of activity, the availability of such space and potential for business disruptions, while also taking into consideration all of the necessary safeguards for protection of physical property, proprietary information and data.

Attendance

Associates are vital to the success of the company and attendance at work is a basic requirement of employment. Associates are expected to work their regularly scheduled hours and arrive to work on time. All hours must be accurately recorded. At the same time, we understand that there may be circumstances, such as illness, that prevent an associate from coming to work. We also recognize that associates sometimes need time away from work to maintain a healthy work/life balance. Our Paid Time Off (PTO) benefit allows associates the opportunity to take time off from work regardless of the reason. Associates are encouraged to take their PTO time to achieve a healthy work/life balance. Each

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department, based on its business needs, determines the time off and work schedule for their associates. Absences from work are classified as either Scheduled or Unscheduled. An associate who reports to work and is observed to be visibly ill in the workplace, and where there is reasonable belief that the associate's continued presence in the workplace represents a health or safety risk to either self or others, the associate will be instructed to leave the workplace and to utilize PTO for such absences.

Call-In Procedures

Associates are required to contact their department leader (or designee) as prescribed by the department practice if calling off work, if expected to be late for work, or if there is a need to leave early from work. Attendance is a very important part of associate performance. Excessive absence/tardiness from work places an undue hardship on the department and may be grounds for disciplinary action, up to and including termination of employment.

Department specific attendance policies may be developed by department leaders and human resources business partners to outline specific attendance criteria and expectations with the goal of any policy to ensure consistent application for absences within the department, while also taking into consideration legally protected absences.

Associates are expected to manage time off; the granting of leave without pay is at the sole discretion of the department leader and human resources business partner.

Period of Consecutive Absence

Two consecutive days of no-call/no-show may result in immediate termination of employment.

Automobile Usage

It is the policy of the company that any of its associates who use a motor vehicle (whether it be a company- provided, a personal vehicle, or a leased vehicle) in the course of their duties representing the company will be compliant with state motor vehicle laws. Additionally, associates who drive a vehicle on company business must exercise due diligence to drive safely and to maintain the security of the vehicle and its contents. Any associate who is required to drive for company business must meet the requirements outlined in the *Automobile Usage Policy #A20151208091*.

The company has some positions whereby the ability to operate a motor vehicle is an essential function of their job and those associates will be required to provide a copy of a valid driver's license and consent to the company to check the associate's driving record and verify the existence of a valid driver's license. These associates will be enrolled in the License Event Notification System (LENS) program and must be able to meet the driver approval standards of the policy at all times as well as complete any safe driving training modules as may be required. For those associates who may operate a motor vehicle (including utilizing a company-provided vehicle) occasionally for company business should reference the driver approval standards section in the policy to determine if they are eligible to be an approved driver for the organization. For more information, see the *Automobile Usage Policy #A20151208091* located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#).

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Business Conduct Rules

For the continued success of the company and its associates, the following business conduct rules have been developed to help manage day-to-day operations. The basic, fundamental requirements for acceptable work conduct include respect and goodwill toward fellow associates, honesty and integrity, coupled with a continuous effort to provide quality service. As our company values state: we are passionate, caring, respectful, trustworthy, collaborative and accountable. Our expectation is that all associates live these values in their daily work life.

The company's business conduct rules and expectations:

1. Associates are required to contact their department leader (or designee) if calling off from work, if expected to be late for work, or if there is a need to leave early from work. Attendance is a very important part of associate performance. Excessive absence/tardiness from workplaces creates an undue hardship on the department and may be grounds for disciplinary action.
2. For the purpose of safety and security, the company's security ID cards must be worn and visible at all times within the facilities.
3. Company property is to be used for company business purposes only. See: Associates Use of Meeting Space for further information.
4. Associates are required to follow the *Acceptable Use Policy #A20121015034* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#) when utilizing any of the company's information systems and data. Computers, VPN or Citrix devices that are used to access the company's computer server while offsite, company-issued phones/electronic devices, and all computer software and devices, including voicemail, Internet, texts and email are the property of the company and should be treated confidentially and with care.
5. Personal phone usage and non-work-related Internet usage should be kept to non-work times.
6. Associates will only access or use information systems (hereafter "Systems") or devices they are officially authorized to access and will not demonstrate the operation or function of Systems or devices to unauthorized individuals. They must not use Systems or request other associates to do so in order to access, obtain, or view their own Protected Health Information (PHI) or Personally Identifiable Information (PII), or that of family, friends or neighbors. If an associate discovers records for themselves, family or neighbors while doing their job, they must notify their supervisor immediately. Associates should understand and agree that they should not have any expectation of privacy when using the company's Systems or devices. The company may log, access, review, monitor and otherwise use information stored on or passing through its Systems or devices, or activities conducted thereon, including but not limited to use of a computer, telephone, email, voicemail, mobile devices, internet access or any use of an electronic device or System.
7. Smoking is not permitted anywhere on company grounds, including the company parking lots.
8. The company prohibits the following:
 - Possession and/or concealment of weapons and/or firearms on company premises, including parking lots.
 - Theft of company, associate, consultant, vendor or member property.
 - Violence in the workplace or unsafe behavior including fighting and horseplay.
 - Discrimination.

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- Gambling.
- Insubordination.
- Illegal acts or criminal activity.
- Dishonesty.
- Harassment.
- Offensive language.
- Retaliation.
- Threats.
- Bullying.
- Alcohol or illegal drug use.
- Vandalism.

The above listing is not meant to be all-inclusive and exhaustive; associates who violate any of these business conduct rules may be subject to appropriate disciplinary action, up to and including termination of employment. The company is an employment at-will employer.

Business Operations, Emergency Planning, Business Continuity & Building/Office Closings

Although the company is primarily a virtual/ work-from-home company with on-site capabilities, there may be circumstances, such as system or power outages, geographic disasters, etc., which necessitate the closure of our buildings/offices or in a rare instance, the suspension of business operations.

Departments are responsible for identifying their associates whose ability to work would be impacted by building/office closures in their annual business continuity plans. In the event of a business interruption (as determined by the Incident Assessment Team (IAT) process), associates will be notified by text and/or e-mail with information and updates regarding the company's business or building/office operations.

Through our business continuity plans and significant work-from-home capabilities, our goal is to continue business operations to support our members. We recognize however that depending upon the incident, there are times when some associates may not be able to work.

- If the associate is unable to travel to work onsite at the company office or circumstances at an individual's home prevents an associate from working, the associate should utilize PTO for the time they were unable to work.
- If a business interruption (as determined by the Incident Assessment Team (IAT) process) prevents an associate from working either at home or onsite, the company will pay the associate for their regularly scheduled workday.
- If an associate lives and works in an area under a Major Disaster Declaration by the President or their designee, *AND* the associate is evacuated or displaced due to potential or real damage to their place of residence making it uninhabitable during the disaster declaration, the associate may be eligible for disaster leave for the first week (up to 5 regularly scheduled work days) of the declaration of the emergency.

*NOTE- Power outages, personal emergencies, or interrupted vacation time due to a natural disaster does not qualify.

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Cell Phone/Personal Devices Usage

A personal device is a laptop, desktop, tablet, smartphone or other electronic device not owned or operated by the company. Associates must exercise discretion in using both personal and company provided devices during work hours such as keeping these devices on silent or vibrate. This includes calls, texts, Internet use, application use and emails. These activities can interfere with associate productivity and may be distracting to others. Connecting of personal devices to the company's network while on campus is strictly prohibited. PHI, PII and CBI must never be saved or stored on a personal device unless *approved* as a Bring Your Own Device (For eligibility and additional requirements for use, associates should review the *Mobile Device and External Network Services Use Policy #A20121114036* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#). Usage of personal devices should be kept to lunch and/or break times. The company will not be liable for the loss or damage of personal devices that are brought into the workplace.

Company-Provided Mobile Device and Usage

The company shall provide a company-paid cellular plan and device to associates only upon demonstrated need and written approval by the Vice President in the relevant business area. When utilizing a mobile device, associates must adhere to all guidelines outlined in the *Acceptable Use Policy #A20121015034* and record all such time performing work (including checking and responding to work-related phone calls, emails, texts, and voice mails either during their work day or outside of their regular work schedule) in accordance with the Hours Worked Policy #A20150223014. For eligibility and additional requirements for use, including roaming and data limits, associates should review the *Mobile Device and External Network Services Use Policy #A20121114036*. All policies are located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#)

Dress Code Guidelines - “Dress for Your Day” Philosophy

The company supports a “Dress for Your Day” philosophy. The company respects the rights of its associates to dress according to their gender identity and expression. Dress for Your Day is intended to offer our associates flexibility depending on their role, work location and type of interaction with external customers, fellow associates, etc. As this may change from day to day, associates are expected to dress for their anticipated schedule each day using good judgment and basic guidelines. Associates should maintain an appearance that is appropriate for the type of work they are performing. Dress for Your Day attire may be more relaxed when associates do not anticipate meeting with external customers, clients, etc. All associates share in the responsibility to portray a positive image that aligns with our core values and managers are responsible for consistently administering the guidelines.

Special requests relating to dress/accommodation due to medical condition, disability, religion or national origin must be submitted to the associate's supervisor and the human resources business partner to review under the Reasonable Accommodation process.

If an associate is not sure what defines acceptable attire, a good rule of thumb is: If you have to think about it, then it is probably not appropriate. For detailed guidance, associates should see the *Dress Code Policy #A880501213* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#).

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Drug Free Workplace and Alcohol Policy

The company's Drug-Free Workplace and Alcohol policy outlines the company's intent and obligation to provide a drug-free environment. The company absolutely prohibits the unlawful manufacture, distribution, dispensing, possession or use of controlled substance on its premises or while conducting company business off company premises. The dispensing, sale, or use of alcohol is also prohibited, unless at an approved, company-sponsored event. All associates are prohibited from performing their employment duties while impaired by a controlled substance or alcohol. This includes any associate who is a certified patient under the law.

Any associate who has knowledge of another associate violating this policy should contact their department leader or human resources business partner. If any associate is found, or reasonably suspected to be, impaired by controlled substance or alcohol at work, they may be subject to drug or alcohol testing and transported to a company-testing facility. The associate will be escorted by a company representative, and following the test, be given transportation home pending receipt of the results. The associate will be contacted by human resources regarding return-to-work status. A confirmation of impairment or intoxication on company premises or while conducting company business of company premises, either through admission, testing, or refusal to test, or evidence of other forms of prohibited workplace conduct as outlined under this policy, may result in disciplinary action up to and including termination of employment. An associate who under the law is a certified patient or registered caregiver must be in possession of their registry identification card at all times when in immediate possession of medical marijuana.

The company recognizes alcohol and drug dependency and abuse as a potential health, safety, and security problem. Associates needing our help in dealing with such problem are encouraged to use our Employee Assistance Program and health insurance plans as appropriate. Efforts to seek such help will not jeopardize any associate's job and will not be noted in any personnel record. Please refer to the Employee Assistance Program section of this handbook or the *Drug-Free Workplace and Alcohol Policy #A051128216* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#) for more information.

Associates must, as a condition of employment, abide by the terms of this policy and report any conviction under a criminal drug statute for violations occurring on or off company premises while conducting company business. A report of conviction must be made to Human Resources within five (5) days after the conviction.

Employment

Over the years, the company has built, attracted and retained an expert workforce in all areas of health care. We believe in promoting from within the organization. The reputation the company has earned as a top-rated health solutions company is the result of more than three decades of hard work and a relentless devotion to excellence. Commitment to quality is fundamental to everything the company does. It is this progressive spirit that has led to the company's success.

The company's dedicated associates and positive workplace culture have led to the continued

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designation as one of the Best Companies to Work for in New York State. The designation is a confirmation of the culture the company has fostered for more than 30 years to provide a positive work experience and outstanding products and services to our members, employers and partners.

Associate Status and Pay

All associates (unless they have an executed employment agreement) are considered at-will and their employment can be terminated at any time.

Categories of Employment

Associates of the company:

- Full-time associates are hired to work at least 37.5 hours per week, excluding lunch breaks
- Part-time, benefit-eligible associates are hired to work at least 37.5 hours per pay period, but less than 75 hours per pay period.
- Part-time, non-benefit-eligible/per diem associates are hired to work less than 37.5 hours per pay period.
- Out-of-area associates- business needs may necessitate the employment of associates who work and reside out of the state of the company's principal place of business; designated as "remote" in workday.

Contingent Workers (external resources; not employed by the company):

- Temporaries (includes interns), consultants, contractors, vendors, board members, cloud users.

Change of Employment Status

Changes in employment status will impact an associate's benefits eligibility and costs. Benefit changes will be effective the 1st of the month following or coinciding with the effective date of the status change. Associates who change to a part-time non-benefit eligible position will no longer be eligible for 401(k) employer match effective the pay period of their status change. PTO accrual is prorated for part-time benefit eligible associates. Associates changing status will see the change in their accrual at the end of the pay period in which the status change occurs. Associates who change to a part-time non-benefit eligible position shall be paid out for their PTO balance and forfeit their current frozen sick and ELT balances.

Employment status changes from full-time to part-time or vice versa must be approved by the associate's department leader and must occur at the beginning of a pay period. The request should be received in writing a minimum of one pay period in advance of the effective date of the change. Upon approval, the department leader should forward to the human resources business partner for final review. Any request for an associate's change in status will be determined based upon the business needs of the department and taking into account the expected duration for the change. An associate who requests part-time status is not guaranteed a return to full-time status. In the event business needs require a change to an associate's status, the associate will be provided 30 days' notice prior to the change. Any requests for an out of area associate must be submitted by the manager a minimum of four (4) weeks in advance to their Human Resources Business Partner to review for applicability and to ensure the associate can be properly set up to work out of area.

For more information, see the *Associate Status Policy #A20150407023* located here: [Compliance – Policy](#)
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[Library – All Documents \(sharepoint.com\)](#).

Pay Day & Recording Hours Worked

Associates are paid every other Thursday for work performed during the previous two-week pay period. The work week begins on Monday and ends on the following Sunday. All associates are required to accurately record and approve their actual hours worked/time off on the company's timekeeping systems every pay period. Hours worked should be allocated to appropriate project/product/line of business as directed by the department leader. Failure to accurately and completely record hours worked/days worked/time off may result in disciplinary action, up to and including termination of employment.

Associates are encouraged to receive their pay through direct deposit. Interested associates should complete in Workday under payment elections. Processing may take up to one (1) pay period, but once complete, paychecks will be deposited into the specified bank accounts and associates may view their paystubs online. Associates may revoke this authorization by updating their payment elections in Workday.

Deductions in Pay

The *Payroll Deductions Policy #A20151123082* outlines allowable deductions from associates' wages in accordance with applicable federal and state laws and regulations, correction for payroll errors and dispute process for associates. Associates may expressly authorize certain deductions that may be withheld from their wages, other than mandated taxes and garnishments. Any requests to begin or stop a voluntary deduction must be submitted in writing to the Payroll Department. In the event of an overpayment of wages to an associate due to a clerical error, the Payroll Department will notify the associate prior to deducting the overpayment from the associate's wages. Additionally, exempt associates who do not have PTO available may have deductions from their full salary for certain absences from work. Any associate who has a dispute about a deduction from their pay, should contact the Payroll Department immediately. Further information about deductions of pay can be found in the *Payroll Deductions Policy #A20151123082* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#).

Taxable Fringe Benefits

Gifts or prizes awarded to associates may be subject to taxable fringe benefit requirements. Associates should see the *Associate Taxable Fringe Benefit Policy #A20150616054* for detailed information. Additionally, associates should consult the *Associate Gift Acceptance Policy #A000601056* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#) for rules governing the receipt and reporting of gifts.

Hours of Work

The company's work week is Monday through Sunday, with standard work hours of at least 37.5 hours per week to be considered a full-time associate. The company's core business hours are Monday

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through Friday, 8 a.m. through 5 p.m. Hours of work may vary by department and may vary based on workload. Associates are responsible for taking a lunch (meal) period during their workday where they are free and clear from their work duties as well as accurately recording all actual hours/days worked. Actual hours worked includes any work performed remotely. It does not include meal breaks. Associates who perform work for different lines of business, work on projects or grants, or provide services to the affiliates/subsidiaries are expected to properly allocate this time in their time records. Failure to properly record hours of work will result in discipline up to and including termination.

Non-exempt associates whose standard work week is 37.5 hours and are required to work additional hours in the work week will be paid for any additional hours worked including overtime pay, as outlined below. Non-exempt associates must have prior approval to work any additional hours beyond their regular schedule.

Overtime Hours of Work

All non-exempt associates shall be paid overtime pay at one and one-half times their regular rate of pay for all hours worked over 40 hours during the work week. Department leaders may require voluntary and/or mandatory overtime based on business needs. Exempt associates are not eligible for overtime pay.

For more information, see the *Hours Worked Policy #A20150223014* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#).

Termination of Employment

Voluntary Resignations

Appropriate notice is necessary when an associate intends to terminate their employment with the company in order to provide for staffing coverage, maintain service levels and transition leadership/oversight responsibilities. An associate who fails to provide and fulfill a minimum of two (2) weeks' notice prior to resigning from employment can result in forfeiture of PTO payout. An associate must work the two (2) week notice period and the termination date must be a work day. Directors and above must provide and fulfill a minimum of four (4) weeks' notice prior to resigning from employment. They must work the four (4) weeks' notice period and the termination date must be a work day.

Involuntary Resignations

While the decision to commence employment is consensual, the same is not always true when the time comes to end the employment relationship. As an at-will employer, the company reserves the right to end the employment relationship at any time, with or without cause or notice.

Reductions in Force

While the company hopes to continue growing and providing employment opportunities, business conditions, market conditions and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs at some point in the future, as it is for any employer in any industry. In the event the company deems it necessary to conduct layoffs, it retains full discretion to select which associate(s) will be laid off.

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Return of Property

Associates are responsible for all the company property, materials, or written information issued to them or in their possession or control. Associates must return all company property immediately upon request or upon termination of employment. The company may take all action deemed appropriate to recover or protect its property.

References

All reference requests should be directed to Human Resources (HR). No other person is authorized or permitted to release references for a current or former associate.

Employment of Relatives and Close Personal Relations within our Family of Companies

A relative or close personal relation of any associate of the company may apply for, be considered without prejudice for, and be hired into any employment position within our family of companies. All associates are required to disclose to Human Resources when they have relatives, or a close personal relation employed within our family of companies. A relative includes a parent, sibling, spouse, son, daughter, in-law relations, grandparent, great-grandparent, grandchild, great-grandchild, aunt, uncle, niece and nephew of the associate or associate's spouse. A close personal relation is defined as someone who, although may not be biologically related, includes unrelated individuals who act in the same manner described in the aforementioned relationships. It also includes those who have a romantic relationship or who reside in the same household such as a fiancé, live-in partner, acknowledged boy/girlfriend or dating.

No associate may be involved in an employment action or key decisions of the relative or close personal relation, such as: hiring, retention, promotion, compensation, evaluation or discipline. Responsibility for any employment action or key decision regarding a relative or close personal relation of an associate shall be assigned to a manager or supervisor who is not related to either the relative, close personal relation or the associate and who is higher in managerial or supervisory authority than both the relative, close personal relation and the associate. Employment of relatives or a close personal relation in the same department or under the same supervisor is authorized only with prior written approval of the department leader and human resources business partner. However, the associate and relative or close personal relation may not be within two levels of each other in the supervisory chain, as neither the associate nor relative or close personal relation should be involved in any supervisory (day-to-day) decisions of each other. This would include such things as work assignment, work schedule, time approval.

This policy does not prevent the development of friendships or romantic relationships between associates, however, establishes boundaries for such relationships in order to avoid any potential or perceived conflict of interest, favoritism, or improper influence over an individual's terms and conditions of employment. If an associate is unsure if a potential conflict exists, they should contact their human resources business partner.

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Hybrid Work Arrangements

A Hybrid work arrangement is the ability for associates to perform their jobs both away from the company's worksite and on-site. Associates in a hybrid work arrangement may choose to work on-site but may also be required to come on-site as necessary to perform essential functions of the job or to attend required meetings or trainings. When associates are not working on-site, they are expected to be working at their home (their address on file in workday) but may work away from their home on a temporary basis for a limited period (duration dependent upon location) subject to their manager approval. Additional approvals from HR and IT must be obtained through the SOM request process for the associate to be permitted to work outside of the country.

Regardless of the work location, associates are expected to maintain all privacy and security requirements, comply with all company policies, including properly recording all hours worked. Associates are expected to be working and available during their regular daily work schedule, including participating in meetings without disruption and providing advance notice of absences or schedule changes during their workday. Additionally, associates are expected to satisfactorily maintain all productivity standards/performance goals and deadlines as established by their department leader. They must ensure that childcare, pet care, elder care or other personal obligations (including performing other employment) in the home cannot have a negative impact on their ability to perform their job.

A hybrid work arrangement is not an entitlement or a company-wide benefit and it in no way changes the at-will nature of the employment or the other terms and conditions of employment with the company, including if the requirements of an associate's position changes or the associate is selected for another position that requires their position to be performed on-site. Furthermore, the company is primarily a western New York employer with the goal of employing the majority of our associates within the communities we serve, however it may consider an out of area (remote) home work arrangement when it may also be beneficial and/or necessary for the company.

This policy outlines the types of hybrid work arrangements that will be permitted, the necessary approval processes and the requirements when performing work in a hybrid work arrangement. For more information, associates should see the *Corporate Hybrid Work Arrangement Policy #A20230531035* located in here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#)

Internal Communications

Communication is a vital piece of our strong associate culture. We strive to ensure information is shared within the company through a variety of venues and forums.

Organizational news and updates are communicated through the following tools to ensure associates remain informed.

RedShirt Report – A monthly electronic newsletter designed and distributed via SharePoint containing a variety of segments, including a message from Dr. Cropp, president and chief executive officer; strategic updates; diversity, inclusion and belonging updates; how Independent Health supports the community;

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awards and recognition; promotions and new hires; and a RedShirt Story.

IH Connections – Our intranet site hosted by SharePoint, which contains “news posts” on company news, events calendar, Viva Engage feed and more. Associates can also find important Human Resources information (including the company handbook, policies and required postings) quick links and their recent documents.

Viva Engage- Our company connection app through Microsoft Teams where associates can share thoughts, ideas or updates. All associates are part of the All Company community and can form or join various communities across the organization based upon their activities and interests. Associates’ use of Viva Engage is governed by our company’s Acceptable Use Policy and may not be used for any conduct prohibited by our company’s business conduct rules. Additionally, inappropriate or offensive comments, inflammatory remarks and political/religious commentary may not be posted. The company does not endorse any associate’s personal views or comments and will monitor the use of this platform, including the right to remove any material deemed inappropriate. Excessive use/abuse of Viva Engage impacting an associate’s productivity during their workday may result in disciplinary action, up to and including termination.

Town Hall Meetings – Town Hall Meetings are held both virtually and in-person throughout the year to communicate company information to associates and allow associates to ask questions, both ahead of time and in-person. Annually, a larger-scale offsite all company team meeting is held to celebrate the accomplishments of the year prior while looking ahead to the future.

Associate Feedback – Associate feedback is highly valued, and associates are offered the opportunity to ask questions or express their views via appleseeds@independenthealth.com. When an associate submits a question to the AppleSeeds mailbox, the question is directed internally to the person most qualified to respond, and an answer is then provided to the associate via email.

Lunch ‘N Learn Opportunities – Virtual sessions on a variety of topics are held throughout the year over the lunch hour from 12-1 p.m. FitWorks points are sometimes awarded for attending.

Job Postings Process and Criteria

Associate development is one of the company’s primary goals, and its job posting program provides opportunities for associates’ career growth. The company posts all open positions on workday and encourages associates to apply for open positions. In accordance with the New York Pay Transparency Law, the company will post the minimum and maximum annual pay range of compensation that the company in good faith believes to be accurate at the time of the posting.

Qualified associates are fairly considered for job opportunities throughout the organization. The job posting process is another way we value our associates and encourage learning and growth opportunities. We want the company to be a place where associates not only work, but one where they build lifelong and satisfying careers.

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Posting Process

Open positions (full-time and/or part-time) are posted internally for a minimum of five (5) business days, excluding weekends and holidays. If for any reason the job requirements change during the job posting process, the position will be reposted for five (5) business days with the appropriate changes noted. Any associate who wants to be considered for an open position must submit an application, which includes submitting an updated resume with the application, through the online application process.

All associates are encouraged to obtain career guidance from their department leader, their human resources business partner, or Talent Engagement team.

Posting Eligibility

Associates are responsible for reviewing job postings to determine their interest in, qualifications for and eligibility for the position.

To be considered a qualified applicant for the position, the associate must meet the minimum education and experience requirements of the position. Qualified associates of the company who apply for open positions within the company and within five (5) days on the internal job posting will be provided an interview for the position assuming they meet the following eligibility requirements: held their current position for at least one (1) year (or nine months if applying to a position within the associate's own department) and have had no written warnings or higher within the last six (6) months. (Note: Human Resources will review the applicability of the disciplines for associates applying to positions outside of their company.) Associates on a qualified leave of absence are eligible to apply for postings provided the leave of absence will be concluded prior to the expected start date for the position. External recruiting and advertising may be undertaken concurrently with the posting period and is under the discretion of the department hiring leader. Additionally, should a department have a promotional or lateral opportunity, hiring managers have the ability to consider only internal department candidates and this would be noted on the posting for awareness. Qualified subsidiary/affiliate associates and/or leased associates may apply for open positions and are considered after qualified, eligible internal candidates, but prior to the external pool of applicants.

Selection Process & Criteria

Application materials (resume, cover letter, etc.) are evaluated by Human Resources to determine if the applicant meets the education and experience requirements and equivalencies for each position. Resumes and application materials of internal applicants meeting the established qualification standards are forwarded to the department hiring leader for consideration. The department hiring leader will interview all of those internal qualified associates the company who have applied for open positions within the company within the required timeframes (five days of internal posting) and met the eligibility requirements. The department hiring leader may also elect to interview other qualified internal applicants from other companies within the organization and/or external applicants.

Human Resources extends all job offers to the candidates. The hiring leader is not authorized to make any job offers to ensure adherence to the policy and no commitment may be made to any applicant before the selection process is complete.

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All internal applicants within the company who were interviewed and are not selected will be notified by the hiring leader of the decision to hire another candidate and the hiring leader will discuss the reasons why they were not selected. Human Resources not release information relating to an applicant's status, including those applicants that have come through the referral process.

Transfer Dates

When an internal candidate accepts a posted position, the start or transfer date is determined by both affected department leaders. Transfer dates may be delayed if the vacancy negatively impacts the business unit. Transfer dates must occur at the beginning of a pay period.

See the *Job Posting Policy #A101222055* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#) for more information about applying for positions.

Medical Emergencies

- If a medical emergency occurs onsite, associates should not attempt to diagnose, treat or transport the affected person; rather, 911 should be called immediately using a company landline to identify your corporate location. There is no need to dial a prefix.
- Stay on the line until you speak to 911 dispatch. They will confirm the type of emergency and your location. *
 - Calls made from an IH property will indicate the location as that business address, including affiliates.
 - Calls made from home using the new Genesys phone technology will indicate your location as the company's place of business, including affiliates.
 - Calls made from a cell phone will not identify your location; cell phones should only be used for 911 calls only when the medical emergency is not in a company building.

*If the location of the emergency is not where you are physically located, you should be prepared to provide the location of the emergency to the operator.

No Solicitation/No Distribution

Non-associates are prohibited from engaging in solicitation or distribution on company property at any time. Associates are prohibited from engaging in solicitation, including for memberships or contributions, or for personal endeavors during their own work time or during the work time of the associate or associates at whom the solicitation is directed. Associates are prohibited from distribution of materials in work areas at any time, during their own work time, or during the work time of the associate or associates at whom the distribution is directed. For purposes of this policy, "work time" includes all time for which an associate is paid or is scheduled to perform work and does not include meal or break periods.

The only exception to the above is the company's annual United Way campaign and/or other company-sponsored charitable events when associates are given the opportunity to make a voluntary

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contribution and/or participate in fundraising events.

Nonbusiness-Related Phone (Land Line/Cell) Usage

- Associates can make nonbusiness-related phone calls, but only when business needs allow.
- Use of a camera phone and transmission of any proprietary, confidential or restricted company information by any associate, contractor or visitor is strictly prohibited.
- Long distance phone calls may be made for business use only.
- Improper phone usage or excessive nonbusiness-related phone usage may be grounds for disciplinary action, up to and including termination of employment.

In addition to the above, associates should also see the section on *Cell Phone/Personal Devices Usage* and be aware that individual departments may also have their own supplemental policies on phone usage during business hours.

Open Door Policy

We value the importance of an open-door policy, and the positive effect it can have on associate satisfaction. The company is committed to promoting open and honest communication between associates and leaders across all levels of the company. The company encourages associates to provide feedback, raise concerns and seek guidance from leaders. The company prides itself on fostering a culture of collaborative spirit. If an associate feels that their feedback or concerns have not been addressed, or if they are not comfortable discussing the concern with their leader, the associate is encouraged to seek the assistance of a human resources business partner.

Parking

Parking is prohibited in designated fire lane areas, visitor parking and neighboring lots, unless the area has been specifically designated for company associates. Handicapped parking is only available to those persons with municipally issued "Handicapped Parking" permit which is clearly displayed as a hangtag or license plate. It is the associate's responsibility to read and adhere to announcements related to other parking restrictions/changes as facility needs dictate. Associates must obtain an appropriate permit tag within the first week of employment and display while parking in company lots. Associates must provide an update to Physical Security with any changes to vehicle used and/or license plates. Associates are prohibited from parking on the grass, blocking dumpsters or using neighboring business' parking lots. Overnight parking is not permitted; emergency situations should be communicated to and approved by Facilities Security.

Personal Hygiene

The company is committed to ensuring a caring and respectful work environment. Please be considerate of co-workers and guests. Good personal hygiene is a must. If deemed necessary, associates may be requested to refrain from using perfume, lotion and cologne if sensitivities (allergies, illness) exist for other associates.

Posting of Required Employment Notices

Independent Health Association, its subsidiaries and affiliated organizations will post all required 9-1-23

employment notices on the designated bulletin board in the Human Resources office/area of the company's principal place of business. In the event a subsidiary or affiliated organization does not have an on-site human resources office in its principal place of business, all required employment notices will be posted in a conspicuous place for associates to permit them to readily observe such notices (e.g. lunchroom/breakroom, central conference area). Additionally, all such required notices (including state-specific notices for associates who work outside of NY State) will be made available electronically to all associates on the Independent Health Association SharePoint page on IH Connections under Required Postings.

Problem Resolution Procedure

The company is committed to providing the best possible working conditions for its associates. Part of this commitment is to encourage an open and frank atmosphere in which any problem, complaint, suggestion or question receives a timely response from the company's supervisors and leadership.

The company strives to ensure fair and honest treatment of all associates. Associates are expected to treat each other with mutual respect. Associates are encouraged to offer positive and constructive criticism.

If an associate disagrees with established rules of conduct, policies, procedures or practices, they can express their concern through the problem resolution procedure. No associate will be penalized, formally or informally, for voicing a complaint with the company in a reasonable, businesslike manner, or for using the problem resolution procedure.

If a situation occurs when an associate believes that a condition of employment or an employment-related decision is unjust or inequitable, they are encouraged to make use of the following steps. The associate may discontinue the procedure at any step.

1. Associate presents the problem verbally or in writing to their immediate supervisor, providing as much detail as possible. The supervisor may need to ask the associate questions or gather other information in order to effectively respond to the associate's concerns. The company hopes that most day-to-day employment-related issues can be resolved in this manner.
2. If an immediate supervisor is not available, the associate is not comfortable going to the supervisor or the associate is not satisfied with the supervisor's response, the associate can bring their complaint directly to the company human resources business partner. The company's human resources business partner will investigate the relevant facts and circumstances and respond to the associate's concerns as promptly as possible.
3. If the associate does not feel that the problem has been appropriately resolved after bringing it to the attention of the company's human resources business partner, they may present the problem, in writing, to the EVP, Chief Human Resources Officer. The EVP, Chief Human Resources Officer will review and consider the problem, inform the associate in writing of their decision and forward a copy of that decision to the associate's personnel file. The EVP, Chief Human Resource Officer has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and

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discussion of mutual problems can associates and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.

Security ID Cards

The company values the privacy and security of our members' information and maintains a secure, confidential work environment. All associates, and contingent workers must sign a confidentiality agreement and obtain an company- issued security ID card to access areas where protected health information (PHI) and confidential business information (CBI) is present, subject to the company's on-boarding process and *Background Check Policy #A20120404003* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#). Visitors on the company's premises for the day may be escorted by a company associate sponsor after checking in at the reception desk. All visitors must provide municipally issued photo ID as proof of identity, such as a driver's license or passport. Access to restricted areas is further limited and monitored and requires specific approvals to comply with regulations.

- All persons on site without a company-issued security ID card, including persons who have forgotten or misplaced their security ID card, should report immediately to the reception desk at the start of the workday.
- Security ID cards are the property of the company and can be obtained at the physical security office.
- Security photo ID cards must be displayed in plain view for identification purposes while on the company's premises. Cardholders are expected to swipe their card when entering secured areas.
- Cardholders are to be in possession of their ID cards at all times; security ID cards cannot be loaned or given to another person for any reason and should not be modified in any way that obscures the image or name on the front of the card.
- Lost or misplaced security ID cards must be immediately reported to physical security who will deactivate and replace the ID card.
- Failure to comply with security policies is subject to disciplinary action, up to and including termination of employment.
- Department leaders are responsible for the return of security ID cards issued to their associates, contingent workers when a contract has ended, employment is terminated or there is no longer a business need to be on site.

The company has the right to revoke security ID card privileges at any time and with or without cause.

Smoke/Tobacco Free Workplace

The company is committed to providing a safe and healthy environment for associates, contingent workers (temporaries, interns, consultants, vendors, contractors) and visitors on company-owned property. In accordance with the New York State Clean Indoor Air Act, smoking, including e-cigarettes and vaping are prohibited inside any facilities owned by the company or its subsidiaries/affiliates. Smoking/tobacco use, e-cigarettes and vaping are also not permitted on any company-owned property, including its parking lots and vehicles parked in its lots. For property that the company leases, associates are required to follow the facility owner's regulations with regard to smoking or tobacco use, e-9-1-23

cigarettes or vaping outside on their property.

Associates who violate this policy for the first time will be given a reminder about the company's Smoke/Tobacco Free Workplace Policy. Continued violations of this policy may be grounds for disciplinary action, up to and including termination of employment. For more information, see the *Smoke/Tobacco Free Workplace Policy #A110309096* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#).

Social Media

The company recognizes that use of social media (accounts, pages and content published) in today's communication environment. Further, the company respects the rights of associates or other members of the company's workforce to use their personal social media forums for self-publishing and self-expression on their personal time.

The company's *Social Media Policy #A20120413005*, outlines the acceptable use of social media during work hours, and/or when using company resources, including the company-branded social media accounts or sites. The policy also provides guidance to associate so they do not utilize social media: for the misuse of company information, to misrepresent the views of the company, engage in in-appropriate non-business use, or to make defaming remarks about the business (maliciously false comments) or comments to /about colleagues that could be considered harassment or threats of violence.

Associates are prohibited from using the company name, logo, or other proprietary company information without permission on any social media site or service that may be construed as disparaging to the company, its associates or its brand. Associates should not post photographs or other images of the company's associates, members, clients or other identifying employment information without prior consent from the associate whose image is to be used and/or the company.

Additionally, associates need to consider if they are listing the company as their employer in their personal social media profile, that it can imply their affiliation with the company.

Associates are also expected to follow the standards outlined in the policy when using company-sponsored social media sites and accounts and when dealing with media.

Associates are responsible for reporting material that they see on social media sites which are in violation of the policy (e.g., PHI, harassing material) to:

- Information Security at Independent Health, x2800 or (716) 250-7300, or
- Compliance Helpline at either 1-877-229-4916 or www.reportit.net or
- Their Human Resources Business Partner.

Associates who violate this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

Questions about the policy should be directed to the Chief Information Security Officer at Independent Health, (716) 635-4854. For more information, see the *Social Media Policy #A20120413005* located 9-1-23

here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#).

Talent and Performance Management

The company utilizes a performance appraisal program designed to adequately assess individual associate performance, identify methods for improvement, and effectively communicate performance objectives and accountabilities. The performance appraisal process assists in providing associates with performance results compared to performance objectives and accountabilities. One of the primary purposes for conducting performance reviews is to assist and encourage career discussions between an associate and their department leader.

- *The Annual Performance Review*
The annual performance review is a process that takes place in Workday from mid-December through January. Both managers and associates evaluate their performance for the year based primarily on 2 elements: an assessment of core competencies and performance.
- *Quarterly Check-Ins*
Additionally, in order to maintain dialogue between the manager and associates throughout the year on the associates' progress towards goals, a check-in process occurs at the end of every quarter.

Wellness

The company is deeply committed to transforming the WNY community by creating a culture of health. To lead by example, the company created the HealthyMe associate wellness program in 2009. The program is designed to educate, support and motivate our associates in adopting healthy habits. Each year associates are offered a series of behavior change programs to help them get healthy or stay healthy. In addition, HealthyMe may offer onsite screenings, flu shots, weight management, walking, physical fitness and stress management programs.

Workplace Health & Safety

The safety and health of our associates at the company is our foremost business consideration. No associate will be required to do a job that they consider unsafe. The company will comply with all applicable workplace safety and health requirements and maintain occupational safety and health standards that equal or exceed the best practices in the industry. Additionally, the Company shall furnish a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to our associates which also includes a workplace free from violence.

Airborne Infectious Disease Exposure Prevention Plan

The company has adopted the model Airborne Infectious Disease Exposure Prevention Plan in accordance with the New York State Hero Act. Associates are provided with a copy of plan upon hire and the most recent copy of the plan can be found with the company's required postings on the Independent Health Association SharePoint page on IH Connections under Required Postings. Associates will be notified when there is the designation of an airborne infectious disease that presents a serious risk of harm to public health that will require activation of our plan.

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Workplace Safety Committee

In accordance with The New York Health and Essential Rights Act (HERO Act), the company will permit associates to establish workplace safety committees. Associates who form such committee should notify the Vice President of Facilities Management within five (5) business days of its creation.

Workplace Safety & Violence Prevention

The company's commitment to workplace health and safety, including the prevention of workplace violence is outlined in its *Workplace Safety and Violence Prevention Policy #A120127203* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#). Associates are provided with this information in new hire orientation and the company provides annual education to increase awareness. The policy also outlines the company's methods of supporting victims of domestic violence and abuse while at the same time protecting and ensuring the safety of the company and its associates. Associates who have active orders of protection should inform their HR Business Partner.

The company does not tolerate or condone any forms of workplace violence and violence, or threats will result in immediate suspension of the associate pending review/investigation. The company will identify, and hold associates accountable who perpetrate all threats or acts of violence. Associates must not use or be in possession of a weapon at the Workplace. Additionally, any object used to physically threaten another person will be considered a weapon; the associate using the item for such purpose will be held in violation of the policy and will be immediately suspended pending investigation. The off duty conduct of an associate can also be a violation of this Policy. Associates who are convicted of a crime as a result of violence, regardless of location or time, may be subject to corrective/disciplinary action, up to and including termination pending an investigation, when such action affects the work performance or attendance of the associate or directly impacts the normal operations of the company, including its mission and core values.

Associates & Managers Responsibilities

The company recognizes that each and every associate, regardless of their position, shares responsibility for a safe and healthful workplace. Associates have responsibility for their own safety as well as for the safety of their colleagues and our visitors. Associates are expected to stay at home if they are sick or feel unwell and should not come to the campus. Additionally, associates should follow CDC guidance about when to get tested for COVID-19 prior to coming to the workplace.

They are expected to participate in safety and health programs which include notifying a supervisor, Human Resources (HR) or a Facilities representative immediately of accidents, hazards, unsafe work practices and special workplace accommodation needs/concerns. All associates should be familiar with the company Emergency Response Procedures.

Our managers are accountable for preventing workplace injuries and illnesses, as feasible. They will consider all associate suggestions for achieving a safer, healthier workplace. Managers will also stay informed about workplace safety, potential health hazards and regularly review our safety and health notices. They will enforce our company's health and safety rules, ensure that associates follow safe practices during their workday and participate in mandatory safety training. Supervisors are also

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responsible for supervising and training their subordinates in safe work practices.

The company pledges to do the following:

- Strive to achieve the goal of zero associate accidents and injuries.
- Provide mechanical and physical safeguards as necessary.
- Conduct routine safety and health inspections to find and eliminate unsafe working conditions, control health hazards, and comply with all applicable NYS safety and health requirements.
- Train all associates in safe work practices and procedures.
- Provide our associates with personal equipment accommodations, as needed or requested, and train them to use and care for it properly.
- Enforce company safety and health rules; require our associates to follow the rules as a condition of employment.
- Investigate accidents to determine the cause and prevent similar accidents.
- Review these goals annually to document our safety improvement efforts and update safety and health programs and procedures as needed.

Reporting

All associates are responsible for reporting incidents that occur in the workplace which is outlined as follows:

1. *Incident Reporting for Workplace Injury/Illness*- all incidents that have or could potentially result in injury to an associate, contingent worker or guest while on company property must be reported immediately to Physical Security at (716) 635-4828 or ext. 4828. Incidents that occur while the associate is conducting company business at a location other than at an IHA or affiliate building should be reported to Human Resources. The affected person must also complete and sign an electronic Incident Report Form, the link and QR code is located on IH Connections, within 24 hours of the incident. If the affected person is not able to complete the form, their department leader, host or a witness is required to complete and sign the form.
2. *Life-threatening workplace emergency*- Associates aware of any life-threatening emergency in the workplace should call 911 immediately and provide the type and location of the emergency. There is no need to dial a prefix. Stay on the phone until you speak to 911 dispatch. They will confirm the type of emergency and your location.
3. *Safety hazards or concerns*- should be reported to Facilities at ext. 4000 during normal business hours. After normal business hours, please contact the Physical Security 24/7 Hotline at ext. 4828 or (716) 635-4828.
4. *Stranger threats or incidents*- including vandalism or other criminal activity should be reported immediately to the 24/7 Physical Security Hotline at (716) 635-4828 or ext. 4828.
5. *Customer/client threats or incidents*- made by phone, mail, electronically or in person should be immediately reported to the 24/7 Physical Security Hotline at (716) 635-4828 or ext. 4828.
6. *Threats or acts of violence made by current or former associates*- should be reported immediately to a supervisor and the Human Resources Business Partner. Any associate who has reason to suspect that violence may come to the workplace, from any source should immediately contact the 24/7 Physical Security Hotline at (716) 635-4828 or ext., 4828. If

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violence is imminent, call 911 immediately and inform an on-site supervisor in person as soon as possible.

The company prohibits discrimination against any associate for reporting a work-related injury, files a safety or health complaint or asks to see the employer's injury/illness log.

For more information see the *Workplace Safety and Violence Prevention Policy #A120127203* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#).

Workspace Standards

Office space is available for any associate to work on-site. Associates may reserve conference or meetings or utilize Condeco hoteling to reserve a desk space. Associates are responsible for following the requirements of Hybrid Work Arrangements Policy for maintaining a safe and secure workspace when performing work from their home which is their approved primary residence in workday.

Additional information for all associates:

- All associates must remember to bring their badge if coming on-site.
- Please do not move or remove items from open workstations, vacant offices, conference rooms, or storage spaces.
- Requests to modify work areas and offices, including requests for whiteboards and artwork, should be directed to Facilities.
- Associates are not permitted to purchase or bring in furniture, lighting or equipment from home.
- IH does not provide home office furniture for associates.
- Ergonomic assessments are available by request through the Facilities mailbox.
- Special medical needs accommodations should be directed to Human Resources (HR) for review, approval and implementation.

See the *Facilities Professional Office Protocols* for information on workspace and other areas in the workplace. See also “*Going to the Office*” on IH Connections.

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SECTION II: TOTAL REWARDS

COMPENSATION

Company Philosophy

The company's compensation program is designed to support, reinforce, and align IH's mission, vision, values, culture, business strategy, and operations and financial needs.

The company strives to consistently maintain its employer of choice position within the western New York area. As an employer of choice, the company believes that it is in the best interest of both the organization and its associates to fairly compensate its workforce for the value of the work provided. The company's compensation program is designed to attract, motivate and retain talented associates who drive the company's success. We strive to provide base salaries that are competitive in the market.

Compensation Administration

To ensure our total compensation package remains competitive, the Human Resources Department regularly reviews our compensation structure, conducting an extensive internal and external market analysis.

Based on competitive market data and internal job analysis, each position is assigned a compensation band. Compensation bands consist of a minimum, and a maximum rate of pay for every band. The market rate is determined by wage rates paid in the competitive market for comparable positions. The company's total compensation package is reviewed on an annual basis and adjustments are made as needed to remain a competitive employer.

All associates have access to their compensation information, including their hourly rate of pay or annual salary and compensation band in Workday. Associates will be notified of any changes to their compensation information through Workday. Additionally, the compensation bands and ranges are available to associates on IH Connections and in Workday.

It is the company's policy to ensure the procedures and transactions for compensation administration comply with all local, state and federal wage and hour, labor, and tax laws and with Fair Employment Practices, New York Pay Transparency law and other applicable legal requirements. The company's Corporate Compensation program outlines payments made or offered as remuneration for employment and includes but is not limited to: salary/hourly rate, overtime pay and other payments, market/equity adjustments, merit increases, bonuses and incentive compensation.

Associate Bi-Weekly Compensation

Associates are classified as either exempt or non-exempt. All associates will be paid on either a salaried or hourly basis.

Overtime pay

Non-exempt associates are entitled to overtime (premium) pay at one and one-half times their regular hourly rate for any hours worked in excess of 40 in a work week. The regular hourly rate is the

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calculated average hourly rate for that pay period and includes shift differentials, on call pay, non-discretionary incentives and multiple rates of pay, if applicable. Exempt associates are not eligible for overtime pay.

Other Types of pay

Associates may be eligible for additional pay based upon shifts they are scheduled to work, the requirement to work on a holiday, perform on-call work or to be available in the event of an emergency. The issuance of these payments is governed under the Hours Worked Policy #A20150223014.

Merit Increases

A merit increase is an associate's increase in hourly wages or annual salary, based on individual performance. Merit increases are generally provided on an annual basis and are not guaranteed.

Associates regardless of benefit status are eligible to receive a merit increase. . Associates hired prior to the performance review year will receive a full merit increase; associates hired between January 1 and before October 1 of the performance review year will have their merit increase prorated; associates hired on or after October 1 of the performance review year, are not eligible for a merit increase for that year.

Annual Scorecard Incentive Program

The company's Annual Scorecard measures company performance as based on its annual operational goals. The Scorecard outlines these goals, focuses on strategic objectives that support these goals, and aligns these objectives with key measures. The Annual Scorecard evaluates the company's success in achieving these measures. The Scorecard results are tracked, monitored and communicated throughout the year.

Associate Annual Scorecard Incentive – The company develops annual scorecard goals that are presented to the associates each year. Eligible associates may receive an incentive payment. The issuance and amount of any such incentive payment will be made at the sole discretion of the organization, taking into consideration how well the company performs on the annual scorecard. The associate annual scorecard incentive, if applicable, is typically paid in February for the preceding year's performance.

Key Leadership Annual Scorecard Incentive – Based on the achievement of corporate goals and objectives (or a pro-rata thereof), as well as additional criteria for IHA key leadership, and is not to be considered a guaranteed annual remuneration. The key leadership annual scorecard incentive, if applicable, is typically paid in April for the preceding year's performance. Payment of the key leadership annual scorecard incentive is subject to the approval of the IHA Compensation Committee.

Eligibility for both the Associate Scorecard and the Key Leadership Annual Scorecard Incentive

Full-time and benefit-eligible, part-time associates are eligible for an annual scorecard incentive, if applicable. Non-benefit eligible part-time associates, per diem associates and contingent workers (such as interns, temporary staff, consultants and contractors) are not eligible for the incentive.

Associates hired prior to the performance review year will be eligible for the full annual scorecard

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incentive, if applicable; associates hired between January 1 and prior to October 1 of the performance review year will have their annual scorecard incentive prorated; associates hired on or after October 1 of the performance review year, are not eligible for an annual scorecard incentive for that year. Associates rehired within the performance review year will be eligible to receive a pro-rated incentive based on the amount of time that they were employed in the performance year. Associates moving from an associate level position to a director or above level position, or vice versa, during a review year, will have their incentive pro-rated for the time worked in each position. To be eligible for the scorecard payment, associates must be employed with IHA on the date of payment. Associates out on an approved leave of absence will receive their associate incentive, if applicable, in the pay period following their return from leave of absence provided they return within the year in which the incentive payment was issued.

Pay Transparency Policies

The company will not discharge or in any other manner discriminate against associates or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another associate or applicant. However, associates who have access to the compensation information of other associates or applicants as a part of their essential job functions cannot disclose the pay of other associates or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the Company, or (c) consistent with the Company's legal duty to furnish information. *41 CFR 60-1.35(c)*

In accordance with the New York Pay Transparency Law, the company will post the minimum and maximum annual pay range of compensation that the company in good faith believes to be accurate at the time of the posting. Human Resources will very carefully determine those minimum and maximum numbers using internal equity and compensation benchmark data from validated salary surveys. The company will not refuse to interview, hire, promote, employ or otherwise retaliate against an applicant or current employee for exercising any rights under this law.

For more detailed information about the company's compensation program, associates should see the *Corporate Compensation Program Policy #A981020324* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#) or visit the Total Rewards section in SharePoint.

COMPANY BENEFITS

Company Philosophy

The company is committed to providing its associates with a highly competitive benefits package that enhances the well-being of our associates and dependents. Our associate benefits are just one more reason that the company has been recognized as one of the Best Companies to Work for in New York State.

When You Have Questions

Associates should contact HR@independenthealth.com for all general benefit-related questions.

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Company Insurance

Medical, Dental, Vision and Prescription Insurance Coverage

The company offers low- or no-cost medical, dental, vision and prescription coverage to all full-time associates. Associates, spouses and dependent children (including legal dependents) to age 26 are eligible. (Note: disabled dependents may be eligible after age 26.) Part-time, benefit-eligible associates are offered the same coverage at 35-50 percent of the premium cost depending on plan choice. Associates are offered medical plans to choose from to accommodate their specific needs, and depending on the plan selection, an associate may be eligible for a Health Savings Account (HSA). Dental coverage offers 100 percent covered preventative services.

Eligibility Requirements

Full-time and part-time, benefit-eligible associates qualify for medical and dental insurance coverage, effective on the first day of the month after thirty (30) days of employment with the company. Enrollment must be completed within the associate's first week of employment. An associate shall only enroll themselves and only those eligible persons as outlined above. An associate who enrolls a person for medical and/or dental insurance coverage who is not eligible is considered fraud, and may result in disciplinary action, up to and including termination of employment.

Any qualifying event such as family additions or deletions for coverage must be reported, in writing, to Human Resources (HR), within thirty (30) days of the date of the effective date to ensure coverage. If an associate does not have a qualifying event, they are only eligible to change their coverage during the company's annual Open Enrollment.

Leaves of absence may have an impact on an associate's benefits and deductions. Associates on a medical leave of absence should review *the Corporate Medical Leaves of Absence Policy #A091207339*. Associates on personal leave should review the *Personal Leaves of Absence Policy #A10122056* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#).

Family Status Changes

Each associate is responsible for notifying the Human Resources (HR) of any change in family status (qualifying event) within thirty (30) days, including but not limited to the birth or adoption of a child, a legal marriage, divorce or annulment, ineligible dependent (i.e., child reaching age limit for coverage) or other action that may affect coverage under health benefits. Failure to remove an ex-spouse or ineligible dependent from a health plan is considered fraud and may result in disciplinary action, up to and including termination of employment.

Life and Accidental Death and Dismemberment (AD&D) Insurance

The company provides company-paid life insurance at no cost to the associate. Full-time and part-time, benefit-eligible associates qualify for life insurance and accidental death and dismemberment (AD&D) insurance coverage, effective on the first day of the month after thirty (30) days of employment with the company. Both life insurance and AD&D are covered at 1.5 times the associate's annual salary. Coverage continues until the last day worked unless the associate is totally disabled. Associates have the option of converting their policy after termination of employment. For further information and/or plan documentation, contact Human Resources (HR) or refer to IH Connections.

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Supplemental Life Insurance

Full-time and part-time, benefit-eligible associates are also eligible to purchase voluntary, supplemental life insurance at their own expense. Coverage is available for associates, their spouse, and dependent children. Evidence of insurability may be required. For further information and/or plan documentation, contact Human Resources (HR).

Employee Assistance Program (EAP)

The Employee Assistance Program (EAP), offered through Carebridge, provides confidential resources to help resolve personal issues that may be affecting an associate's health, well-being, family life or job performance. Associates, their spouse and eligible dependents are eligible to use this resource at no cost. To utilize confidential services, associates may contact Carebridge at 1-800-437-0911 or www.myliferesource.com. Access Code: SF9H8

Flexible Spending Accounts (FSA)

Flexible Spending Accounts (FSA) are IRS regulated accounts that allow associates to set aside pre-tax dollars to cover out-of-pocket eligible expenses. The company offers three (3) separate accounts: medical reimbursement, dependent care reimbursement and adoption reimbursement. Participants elect to have a specified number of pre-tax dollars deducted from their paycheck each pay period.

Medical FSA

An account that allows associates to set aside pre-tax dollars to pay for eligible out-of-pocket medical, dental and vision expenses that are not covered under the associate's health plan.

Dependent Care FSA

An account that allows associates to set aside pre-tax dollars to pay for dependent care expenses. While this most commonly means childcare, it can also be used for children of any age who are physically or mentally incapable of self-care, as well as adult day care for senior citizen dependents who live with the associate, such as parents or grandparents.

Adoption Assistance FSA

An account that allows associates to set aside pre-tax dollars to pay for reasonable and necessary expenses that are incurred in the process of legally adopting an eligible child, including adoption fees, court costs, attorney fees and related travel costs.

For additional information on Flexible Spending Accounts (FSAs) and/or plan documentation, associates should contact Human Resources (HR) or refer to IH Connections.

Adoption Assistance Program

The company offers an Adoption Assistance Program for benefit-eligible associates with at least three (3) months of service. The company will reimburse adoption expenses for qualified associates up to a maximum of \$4,000 per adoption. This reimbursement can be applied toward eligible medical expenses and/or any legal or adoptive fees. See the *Adoption Assistance Program Policy #A20221110130* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#) for more information.

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Participants in the company's medical, dental and FSA plans, as well as the company's Employee Assistance Program (EAP) are entitled to continue their coverage in the event of employment termination or if they are approved for an extended medical leave of absence beyond six months. Under the Federal Consolidated Omnibus Reconciliation Act (COBRA), continuation of coverage is available for a limited period of time to terminated associates, their spouse and dependent(s) if these persons would otherwise lose coverage. Contact Human Resources (HR) for additional information.

Defined Benefit Plan (Pension Plan)

The company provides eligible associates hired prior to July 18, 2011, with a 100 percent company-funded defined Benefit Plan (Pension Plan) to supplement their retirement income. The Pension Plan provides eligible associates with a monthly benefit payable for their lifetime beginning at retirement. For further information and/or plan documentation, contact Human Resources (HR) or refer to IH Connections.

Defined Contribution Plan (401(k) Retirement Savings Plan)

The company offers associates the convenience of a Defined Contribution Plan (401(k) Retirement Savings Plan) that allows associates to save money for retirement on a pre-tax basis. Associates hired prior to July 18, 2011, who made the one-time election to remain in the Pension Plan are still eligible to contribute to the 401(k) Plan with no matching employer contributions.

Associates hired prior to July 18, 2011, who made the one-time election to cease earning benefits in the Pension Plan are eligible for a generous employer matching contribution of 100 percent of the first 2 percent of pay that an associate contributes, plus 50 percent of the next 8 percent of pay that an associate contributes.

Associates hired on or after July 18, 2011, are eligible for a generous employer matching contribution of 100 percent of the first 2 percent of pay that an associate contributes, plus 50 percent of the next 8 percent of pay that an associate contributes.

Employer matching contributions begin after one year of service and associates must be in a benefit-eligible position to receive employer matching contributions. The employer match is calculated on a per pay period basis; therefore, a 401(k) match is only awarded when the associate makes a 401(k) contribution in the pay period. The company pays all billed administrative fees associated with the Plan.

Education Assistance

The company encourages associates to pursue professional development through continuing education. The Education Assistance Program benefit allows benefit-eligible associates with at least three (3) months of service to be reimbursed for tuition costs of regionally accredited college or university courses and/or degree programs.

Maximum education assistance is calculated per calendar year and will be determined by the date of reimbursement payout. Education assistance is as follows:

- Reimbursement up to the current IRS allowable non-taxable limit which is \$5,250. maximum per year per associate.

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Associates are encouraged to contact Human Resources with any questions concerning their eligibility. Please review the *Corporate Education Assistance Program Policy #A20130507042* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#) for further information.

NFTA Metro Advantage Program

The Metro Advantage Program offers a metro (bus and subway) pass that is valid for unlimited riding for one (1) calendar month in Metro's entire Erie County and Niagara County service area on a pre-tax basis. Contact Human Resources (HR) for more information.

Company Merchandise

Independent Health is known in the community for providing the RedShirt® Treatment, making our company's brand one of the most prominent in the Western New York Community. We are proud to offer company-branded merchandise through an online store. The online store can be accessed through IH Connections.

Rewards and Recognition Programs

The company recognizes associates for their contributions to the success of their teams, company and community overall. with company-wide programs. While recognition comes in many forms, there are always several company-wide programs, all with the same goal to celebrate associates who live our mission, vision, and values.

Service Awards

Associates are recognized on key anniversaries of their employment and presented with a gift in appreciation for their service over that period of time. Associates celebrating a milestone anniversary with Independent Health will receive a gift for their anniversary bracket.

Value-Added Benefits

As an associate, you may be eligible for discounts at local retailers. See IH Connections for a listing of available discounts.

Volunteering and Charitable Programs

The company's associates are well-known throughout the community for their volunteer support and generous contributions to charitable causes.

The Company offers several programs to support our associates in their endeavors:

- *Volunteer Time*- for associates who want to volunteer their time to support our community through company sponsored opportunities (e.g. Redshirt, or department-organized event) or board participation as representatives of the company through membership on community board of directors. Associates must have permission from their supervisor if this time occurs during work hours and supervisors are encouraged to support their associates in taking advantage of these opportunities. Associates should record this time as "Corporate Sponsored Volunteer Program" for the time spent during their regular work hours. Associates will not be

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paid any hours for their voluntary participation in volunteer events that extend past or occur outside of their regular workday.

- *Associates Supporting the Community Program*- allows associates to connect their charitable giving with the causes of their fellow colleagues' choosing. Associates may make a one-time donation or ongoing deduction from their paycheck with the ability to self-manage their participation and make changes throughout the year through Workday to support nonprofit organizations throughout our community, including the Foundation. There is an annual solicitation process where associates have the opportunity to submit their requests for nonprofit organizations to be included in the program for the upcoming year. Associates can find information on IH Connections or direct questions to:
togetherwecare@independenthealth.com

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SECTION III: TIME OFF & LEAVES

Associates are provided generous paid time away from work to celebrate company-designated holidays, for their personal needs such as well-being days for rest and relaxation to help us maintain a healthy work life balance, personal religious or cultural observances or celebrations that are not scheduled corporate holidays, childcare issues, personal, or public safety emergencies and sick leave time. Associates may also be provided leaves of absence when necessary due to their own or family medical situations, for bereavement or personal circumstances and for state mandated time off.

When You Have Questions

Associates should contact Leaves@independenthealth.com for any questions concerning time off or leave of absence information.

Company -Designated Paid Holidays

The company's offices will be closed (except certain designated departments) on:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Eligibility Requirements

All benefit-eligible associates qualify for company-designated paid holidays. Full time associates will be paid 7.5 hours holiday pay based on the standard 7.5-hour workday; part-time associates will receive pro-rated holiday pay as based on their FTE percentage. Note: In order to be paid for the company-designated holiday, associates must have worked hours and/or utilize paid time off in the week containing the holiday. If an associate on a medical leave of absence is not utilizing any paid time off (PTO, frozen sick leave or ELT) during the pay week that contains a holiday, they will not be paid for the company designated holiday.

Holidays on Saturdays and Sundays

Unless otherwise designated by the president/CEO, a company-designated holiday that falls on a Saturday is observed on the preceding Friday and a company-designated holiday that falls on a Sunday is observed on the following Monday.

Holidays Worked

Non-exempt/hourly associates that are scheduled to work on a company-designated holiday and are deemed essential by leaders may be required to work on the company-designated holiday. If the associate must work, due to business needs, they will be paid for all hours worked on the holiday and a 25 percent (25%) holiday premium applied to all hours worked. Additionally, the associate will receive 9-1-23

7.5 hours of holiday pay (pro-rated if part-time associate); overtime rules will apply; overtime is not paid on holiday pay. If it meets their business and staffing needs, departments also have the ability to offer any associate (whether non-exempt/hourly or exempt) who are required to work on a company-designated holiday to take a different day off during the same pay period as the holiday.

Paid Time Off (PTO)

Paid Time Off (PTO) is a bank of hours that associates can draw from for paid time away from work. PTO hours are accrued as set forth under the Accrual System section for each hour that an eligible associate is paid.

Eligibility

- Eligible Associates – All full-time associates, excluding associates with executed employment agreements. All part-time benefit-eligible associates (pro-rated based on hours paid as per the Accrual System section below).
- Ineligible Associates – Non-benefited part-time associates, contingent workers.

Accrual System

Paid Time Off (PTO) is an accrual system of time off based on length of service. Associates earn paid time off (PTO) from work for any paid hours, up to a maximum of 75 paid hours per pay period. PTO is earned each pay period and the PTO that the associate accrues each pay period will be available to the associate to use upon completion of the pay period so the associate must be active on the last day of the pay period in order to receive the PTO accrual.

| Length of Service (years) | Max PTO Hours Accrued per Pay Period | Max PTO Days Accrued per Year |
|-----------------------------------|---|--------------------------------------|
| <u>Non-Exempt (Hourly)</u> | | |
| 0-3* | 6.06 | 21 |
| 3+ - 10* | 7.50 | 26 |
| 10+ - 20* | 8.37 | 29 |
| 20+ | 8.66 | 30 |
| <u>Exempt (Salaried)</u> | | |
| 0-3* | 7.50 | 26 |
| 3+ - 10* | 8.94 | 31 |
| 10+ - 20* | 9.81 | 34 |
| 20+ | 10.10 | 35 |

*Chart based on a full-time associate

Eligible associates will receive their accrual increase of PTO hours beginning in the pay period in which they will complete their 3rd, 10th and 20th years of service. Approved time off from work (i.e., Disability, Workers' Compensation, FMLA, NYS Paid Family Leave) will not be counted against an associate when determining length of service.

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End of Year Carryover

Full-time associates are eligible to carryover up to 3 weeks (112.5 hours) of PTO into the following calendar year. Benefit-eligible part-time associates are eligible to carry over up to 3 weeks (pro-rated based on their regularly scheduled hours) of PTO into the following calendar year. If the associate's PTO carry-over balance includes unused sick leave, the associate will be permitted to use that PTO immediately for sick leave in the following year without having to wait for additional accrual, however the associate may not charge more than 56 hours each year to NY Paid Sick Leave (NYPSL).

Any additional PTO remaining after the 3 weeks (112.5 hours) carryover will be moved into the associate's frozen sick bank. Frozen sick banks may be used only when an associate is out on a qualified disability and has exhausted their extended leave time.

PTO Balances and Usage

Negative PTO balances and/or "borrowing" of PTO time are not allowed.

- Non-Exempt Associates: Associates should use PTO to cover any time not worked in their regularly scheduled workday. PTO must be recorded in 15-minute increments (.25 in Workday).
- Exempt Associates: Exempt associates are required to use PTO for full-day absences. Exempt associates are also required to use PTO when for absences of a half (1/2) day or greater.

Requesting PTO

Associates must request scheduled PTO time as per their department policy and practice. Associates must receive approval from their department supervisor prior to utilizing scheduled PTO and requests to take PTO for longer than a two-week period should be reviewed with the HRBP for approval. If PTO is not pre-approved by department supervisor, it will be considered Unscheduled PTO.

Recording PTO Usage

Workday is utilized to track accruals for PTO balances and to record an associate's time. PTO should be recorded as scheduled, unscheduled or NY paid sick. Scheduled PTO is time off that has been pre-approved by the associate's supervisor. Unscheduled PTO is time off that has not been pre-approved in advance. NY Paid Sick Leave (NYPSL) time may be used for qualifying absences outlined below. It is the associate's responsibility to accurately record their time off. Failure to accurately and completely record time off may result in disciplinary action, up to and including termination of employment.

New Hires

Associates will begin accruing time immediately upon hire. There is no waiting period to use PTO including utilizing PTO for qualifying sick leave absences under the New York paid sick leave law.

New York Paid Sick Leave (NYPSL)

Associates may utilize up to 56 hours of paid time off (PTO) per calendar year for NY Sick Leave (NYPSL) for qualifying absences for themselves or a family member.

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Associates taking sick leave for three (3) or more consecutive previously scheduled workdays will be required to provide documentation confirming their eligibility to take sick leave. The documentation need not disclose the reason or any confidential information for the leave but should support the existence of the need for sick leave, the amount of leave needed, and a date that the associate may return to work. (The associate shall not be responsible for any costs or fees associated with obtaining medical or other verification of eligibility for use of this sick leave.) If the associate's sick leave qualifying absence also qualifies under the New York Paid Family Leave (PFL) and/or the Family Medical Leave Act (FMLA) and the associate wishes to use these leaves concurrently, the associate will also be required to submit this leave request through Sun Life.

Non-benefited associates are eligible to use up to 56 hours of NY Paid Sick Leave (NYPSL) per calendar year for qualifying absences and should contact Leaves@independenthealth.com for their balances and usage. This unused NY Paid Sick Leave (NYPSL) will not be paid out upon termination of employment. Out-of-state associates will be provided sick leave time only up to the extent as required by their state.

Associates can find additional information about utilizing their time off for sick leave qualifying absences in the *Paid Time Off Policy #A101213052* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#).

Termination of Employment

PTO will be paid out if an associate leaves the company under good terms. An associate who is terminated as a result of a violation of the Business Conduct Rules will forfeit their PTO payout. An associate who fails to provide and fulfill a minimum of two (2) weeks' notice prior to resigning from employment can result in forfeiture of PTO payout. (An associate may not fulfill the two (2) weeks' notice requirement with two (2) weeks of PTO.) Directors and above must provide and fulfill a minimum of four (4) weeks' notice prior to resigning from employment. They must work the four (4) weeks' notice period and the termination date must be a work day.

Transfer of Employment

Associates eligible to earn PTO who transfer positions to a subsidiary or affiliated organization will have the ability to transfer their PTO to the new company. On their transfer date, associates will start accruing at the new company's accrual rate based on their seniority date.

Medical Leaves of Absence and Benefits

The company provides medical leaves of absences to associates and short and long-term disability benefits. An associate must contact Sun Life directly to request a medical leave of absence. If the need for the leave is foreseeable, an associate must give at least thirty (30) days advance notice. If this is not possible, the associate must at least give notice as soon as practical. Associates will be provided with the necessary paperwork that must be completed within the required timeframes in order to approve the leave of absence. All information provided to Sun Life is held in the strictest of confidence.

Supervisors/managers who have an associate out of work due to an unplanned medical absence are required to notify Leaves@independenthealth.com if the absence lasts greater than three (3) consecutive days. All associates are responsible for ensuring they have provided Sun Life with updated

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medical documentation in a timely manner throughout their leave and following all provisions in the *Corporate Medical Leaves of Absence Policy #A091207339* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#). Associates provided with a medical leave of absence are prohibited from working for another employer during the approved leave of absence.

Associates may be eligible for short-term and/or long-term disability benefits during an approved medical leave of absence as follows:

Short-Term Disability

If an associate is unable to work due to a non-work-related illness or injury for more than seven consecutive calendar days, they may qualify for Short-Term Disability benefits. If an associate is going to be out of work for more than seven consecutive calendar days, it is their responsibility to notify Sun Life as soon as possible. The associate is responsible for filing their claim within 30 days after the disability occurs and providing all necessary medical documentation to the insurance provider in a timely manner.

Associates on a qualified Short-Term Disability are eligible for up to 26 weeks of benefits equal to 50 percent of their average weekly wage to a maximum of \$170 per week. The company also provides salary continuation for eligible associates on a qualified disability based on length of service. Associates should refer to Extended Leave Time (ELT) for additional information.

Supplemental Short-Term Disability Insurance

Full-time and part-time, benefit-eligible associates are eligible to purchase voluntary, supplemental short-term disability insurance at their own expense.

An associate who purchases voluntary, supplemental short-term disability insurance is eligible for up to 66^{2/3} percent of their base pay up to a maximum of \$1,000 per week (the \$170 Statutory Disability benefit is deducted from the maximum weekly benefit).

Extended Leave Time (ELT)

Extended Leave Time (ELT) provides salary continuation for full-time and part-time, benefit-eligible associates on a qualified disability leave. (Note: Associates will also be eligible to use their extended leave time (ELT) benefit for their own continuous military leave of absence. See: *Military Leave of Absence Section*.)

The maximum amount of ELT that an associate will receive is based on their length of service as of January 1st prior to disability. ELT will not accrue but will be replenished each January 1st. Associates hired after January 1st will receive their ELT benefits beginning on January 1st the following year. Associates will receive their increase in ELT benefits on January 1st following completion of each length of service tier.

| Length of Service (years) | Maximum Paid Extended Leave (weeks) |
|---------------------------|-------------------------------------|
| 0-3 | 2 |
| 3+ -10 | 5 |

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| | |
|----------|----|
| 10+ - 15 | 7 |
| 15+ - 20 | 9 |
| 20+ | 11 |

*Chart based on full-time status

Frozen Sick Bank

Associates may have a frozen sick bank, which includes sick time accrued prior to the company's Paid Time Off (PTO) Program conversion and/or year-end converted PTO time. An associate may only utilize this time if they are on a qualified disability and has exhausted their extended leave time (ELT). Frozen sick banks will not be paid out at termination.

Long-Term Disability

The company provides (company-paid) long-term disability coverage to eligible associates whose qualified short-term disability exceeds 26 weeks. Associates may qualify for a benefit equal to 66^{2/3} percent of their average monthly wage up to a maximum of \$20,000 per month. If an associate's medical leave is expected to last beyond five (5) months, the associate should contact both the Long-Term Disability benefit provider and Sun Life to inquire and potentially apply for benefits.

Tax Choice Option

The company offers two tax choice options for long-term disability insurance:

- Taxable option – the company pays the long-term disability premium on a pre-tax basis and any disability benefit received by the associate is taxable income.
- Tax-Free option – the company pays the long-term disability premium on an after-tax basis (premium will be reported on associate's W-2 as income and associate will pay the tax on that amount) and any disability benefit received by the associate is tax free.

Associates have the option to elect or change the tax choice option during new hire orientation and during annual Open Enrollment.

Benefits During Medical Leaves of Absence

Statutory and voluntarily benefits begin on the first day after an associate's ELT and frozen sick bank are exhausted. Associates utilizing PTO to supplement the difference in pay received from these benefits at no time can be paid more than their regularly scheduled weekly paycheck.)

An associate's approved medical leave of absence may also qualify as an approved leave under the Family and Medical Leave (FMLA). These leaves of absence run concurrently, and the associate will be responsible for providing the FMLA certification forms as required by Sun Life. Associates should review the *Corporate Family and Medical Act (FMLA) Policy #A091207340* located in the handbook and here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#) for eligibility and benefits.

Associates on a qualified disability will have medical and dental insurance coverage continued for a period of up to three months beyond any regulatory-required leave. If an associate is approved for an extended leave of absence as a reasonable accommodation beyond any of these periods, the associate

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is no longer eligible for employer-sponsored medical and dental coverage and will be offered COBRA. See the section on COBRA for additional information.

Associates utilizing their PTO during an approved medical leave of absence will be entered in by Human Resources when 1 hour or greater is available. If the associate's medical leave also qualifies under the New York Paid Sick Leave (NYPSL) associates can elect to have that PTO designated as New York Paid Sick Leave (NYPSL). An associate continues to accumulate PTO for all hours paid while utilizing PTO and Frozen Sick Bank. Associates will not continue to accumulate PTO when using ELT during an approved medical leave of absence. If an associate on a medical leave of absence is not utilizing any paid time off during the pay week that contains a holiday, they will not be paid for the company designated holiday.

Length of Absence and Returning to Work

Associates on a qualified disability may be approved for a medical leave of absence for a period of up to three months beyond any regulatory-required leave. Associates are expected to return to work at the conclusion of the approved leave period and if the associate unable to return, it is the associate's responsibility to contact Sun Life prior to the expected return to work date. Associates are expected to provide Sun Life all necessary documentation including a return to work note if the associate is able to return to work prior to the end of the approved leave period, or any updated medical documentation to Sun Life to review for continuation/extension of the leave. If an associate fails to notify Sun Life and/or to provide necessary medical documentation for continuation/extension of the leave, the associate can no longer be continued on a leave of absence and will be separated from employment. The associate is also responsible for providing documentation to Sun Life if the associate has restrictions for returning to work or is requesting a reasonable accommodation. The company will engage in the interactive process with the associate to review the requested restrictions or accommodation to enable the associate to return to work or could include an extension of leave that extends beyond the periods outlined in the policy.

For more information, see the *Corporate Medical Leaves of Absence Policy #A091207339* located here: SOM Request Process (found under End User Computing) to Request Travel Outside of the United States.

Worker's Compensation

Associates who sustain work-related injuries must immediately inform their department leader and, Human Resources (HR). No matter how minor an on-the-job injury may appear, it is important that it is reported immediately. The link and QR code to the electronic Incident Report is located on IH Connections and should be completed within 24 hours of the incident This will enable an eligible associate to qualify for coverage as quickly as possible.

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The company provides a comprehensive workers' compensation program at no cost to associates. The program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment.

To be eligible to be paid for the company-designated holiday, while on a worker's compensation leave of absence, the associate must be receiving a paycheck from the company. If an associate is not working or utilizing any paid time off (PTO) during the pay week that contains a holiday, they will not be paid for the company-designated holiday.

Neither the company nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an associate's voluntary participation in any off-duty, recreational, social or athletic activity.

Corporate Family Medical Leave Act (FMLA) Policy

The company provides family and medical leave in accordance with the Family Medical Leave Act of 1993 and its amendments as follows:

Eligibility for Leave

An associate is eligible to request available FMLA if they have been employed by the Company for at least 12 months and has worked at least 1,250 hours during the 12-month period immediately preceding the leave.

Qualifying Circumstances for Leave

An eligible associate is entitled to take FMLA for one or more of the following:

- New Child – the birth or the placement of the child for adoption or foster care or to bond with a child within one year of birth or placement
- Serious Health Condition of Family Member – the associate's spouse, child or parent (but not parent "in-law") requires care if such family member has a "serious health condition"; or
- Serious Health Condition of Associate – a "serious health condition" that makes the associate unable to perform an essential function of their position.
- Qualifying exigency- (as interpreted by the Family and Medical Leave Act) the associate's spouse, son, daughter or parent who is a member of the Armed Forces (including National Guard or Reserves) is on covered active duty, called to covered active duty status or has been notified of an impending call or order to a covered active duty.
- Military Caregiver Leave- to care for a **covered service member** with a **serious injury or illness** if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin.

Amount of Leave

Eligible associates are limited to a total of 12 work weeks of FMLA during any 12-month period. This is a "rolling" 12-month period which is measured backwards from the dates of 9-1-23

any requested leave.

Exception to FMLA Twelve Week Maximum

Military Caregiver leave allows an eligible associate of a covered service member to take up to a total of 26 workweeks of leave during a single 12-month period to provide care for the covered service member. The single 12-month period begins on the first day that the leave is taken. An eligible associate is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reasons during the single 12-month period.

Eligible spouses who work for the same company are limited to a combined total of 12 workweeks of leave in a 12-month period to share for the following FMLA-qualifying reasons:

- the birth of child or bonding with a newborn child;
- the placement of a child with the associate for adoption or foster care;
- bonding with the newly-placed child

Eligible spouses who work for the same company are also limited to a combined total of 26 workweeks in a single 12-month period under military caregivers leave.

If only one of the spouses is eligible for FMLA leave, that individual is entitled to the full twelve workweeks of leave.

Concurrent Leaves

FMLA leave runs concurrently with any other qualified medical leave of absence and New York Paid Family Leave. However, an associate can elect if they want to use their to use NY PSL concurrently with their FMLA leave.

Any period of absence from work due to USERRA-covered service counts toward an employee's months and hours of service requirements for FMLA leave eligibility.

Compensation and Benefits during FMLA Leave

FMLA leave is an unpaid benefit. If, however, the associate has accrued paid leave (i.e., PTO), the associate will be required to use their paid leave during FMLA leave (the paid leave and FMLA run concurrently). However, an associate can elect if they want that PTO to be designated as New York Paid Sick Leave (NYPSL). An exempt associate who takes unpaid leave under FMLA will not be paid their full salary for the weeks the associate takes the unpaid leave. The exempt associate will be paid a proportionate part of their full salary for time actually worked during those weeks. Any paid leave used for an FMLA qualifying reason, including New York Paid Family Leave, will be charged against the associate's entitlement to FMLA leave. The substitution of paid leave for unpaid leave does not extend the FMLA leave period.

The Company will continue making contributions to maintain an associate's coverage under their group health plan during an approved FMLA leave at the same level and under the same conditions as if the

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associate had continued to work. During any period of FMLA leave, the associate will continue to be responsible for paying their individual benefits contribution required to maintain their active benefit status. The company reserves the right to recover the associate's share of any premium payments missed during the course of their FMLA leave. If the associate does not receive a company paycheck from which their benefit contributions can be deducted, the associate is still responsible for these payment(s) and the associate will have additional deductions upon their return to work for any missed deductions during this period. Further, if an associate fails to return to work after their FMLA leave entitlement expires, the company may, under certain circumstances, seek reimbursement of its share of contributions paid during the period of FMLA leave.

FMLA is treated as continuous service (i.e., no break in service) solely for purposes of vesting and eligibility to participate in any Independent Health pension or 401(k) plan. Associates continue to accrue PTO while on FMLA if they are utilizing paid time off during this time. Regular payroll deductions continue while an associate is utilizing paid time off while on FMLA. An Associate can elect to stop coverage during unpaid FMLA or they can continue their coverage during the unpaid FMLA and any missed deductions will be made up upon the associate's return to work. To be eligible to be paid for the company-designated holiday, the associate must be utilizing paid time off in the pay week that contains the holiday. If an associate on FMLA is not utilizing any paid time off during the pay week that contains a holiday, they will not be paid for the company designated holiday.

Note: The holiday, regardless of whether the associate receives pay or not, still counts towards the FMLA leave entitlement.

Notice of Leave

An associate must contact Sun Life to begin the process to request FMLA leave. If the need for FMLA leave is foreseeable, an associate must give Sunlife at least 30 days' advance written notice. If this is not possible, associates must at least give notice as soon as practicable providing enough information so the company is aware the leave may be covered by the FMLA and comply with their department's normal call-in procedures. Failure to provide such notice may be grounds for delay of leave. All information provided to Sunlife is held in the strictest of confidence.

Use of Leave

In most cases, associates take FMLA in a single, continuous block of time. However, intermittent leave may be available as follows:

- New child- intermittent or reduced schedule leave during the child's first year only if this is agreed to by the associate's department leader and the human resources business partner.
- Serious Health condition of associate or family member- intermittent or reduced scheduled leave when the leave is medically necessary.
- Military Caregiver-intermittent or reduced schedule leave is also available for military family reasons.

Associates on approved intermittent leave must schedule their leave with as much advance notice as possible to minimize disruption to their work schedule and assignments. For planned medical treatments/appointments requiring intermittent leave, associates shall make a reasonable effort to

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schedule the treatment so as not to disrupt unduly the operations of the business, subject to the approval of the associate's health care provider or covered family member or service member's health care provider, as appropriate. All associates are responsible for complying with their departmental call-in procedures for providing required notice of an unforeseen absence from work. All accrued PTO must be exhausted prior to intermittent FMLA being unpaid.

Certification

Associates who request leave because of a serious health condition, a qualifying exigency or to care for a covered service member with a serious injury or illness are required to submit supporting certification to Sunlife. It is the responsibility of the associate to ensure that their FMLA certification is up to date.

The associate must submit the completed certification as soon as possible, no later than 15 calendar days after receiving the form. Failure to provide requested certification in a timely manner may result in denial of leave until certification is provided and any absences will be considered unauthorized under the FMLA which may result in disciplinary action, up to and including termination. Independent Health has the right to request additional clarification or recertification at any time if it becomes necessary in accordance with the provisions of the FMLA.

Leave Period and Return to Work

Sun Life will provide the associate notice of the approved leave period and associates are expected to return to work upon conclusion of the approved leave period. If an associate is unable to return at the conclusion of this period, it is the associate's responsibility to contact Sunlife prior to the expected return to work date and the associate may be required to provide recertification for extension of the leave. If an associate fails to notify Sunlife and/or provide any necessary recertification when requested for continuation of the leave, the associate can no longer be continued on the leave of absence and will be considered voluntarily separated from employment.

If the associate is out on leave due to their own serious health condition and is able to return to work prior to the end of the approved leave period, a return-to-work document must be provided to Sun Life before the associate's first day back to work. The return-to-work document must be specific and state only the actual return to work date, any work restrictions, and anticipated length of restrictions. If the associate has restrictions for returning to work or is requesting a reasonable accommodation, Sun Life will forward this to Leaves@independenthealth.com so Human Resources can engage in the interactive process with the associate and work in consultation with the associate's department to review the requested restrictions or accommodation and either approve (or provide alternatives) or deny the request based on business need and whether it presents an undue hardship. A request for an extension of leave that extends beyond the periods outlined in this policy will be reviewed for a reasonable accommodation. We will individually evaluate each associate's situation and engage in the interactive process to determine whether additional leave may be granted.

Unlawful Acts

The FMLA does not affect federal or state laws prohibiting discrimination, or in any way supersede

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any federal or state law or collective bargaining agreement which provides greater family or medical leave rights. The FMLA makes it unlawful for an employer to threaten, discriminate against, punish, suspend, or fire an employee because they requested or used FMLA leave, or for opposing any practice made unlawful under the FMLA or for involvement in any proceeding under or relating to the FMLA. Complaints may be filed with the U.S. Department of Labor or brought by private court action.

Procedure

Once an associate's request for FMLA has been received and approved, Sunlife will keep a file with all appropriate documents and Human Resources will administer time cards for associates out on leave, including entering available PTO (when 1 hour or greater is available). If FMLA is intermittent, the associate is responsible for recording time used on their time card to PTO if available, or otherwise Other Non-Paid hours, which would be approved by the associate's manager and human resources. For further information, associates should contact Sunlife or Leaves@independenthealth.com.

Definitions

Employed by the Company- at least 12 months with Independent Health Association and/or its subsidiaries and affiliated organizations or temporary service with the company.

Child- A son or daughter is defined by the FMLA regulations as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or is 18 years of age or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. Note: The FMLA regulations provide separate definitions of "son or daughter" for its military family leave provisions that are not restricted by age.

Covered Service member- is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness.

Paid Time OFF: PTO, frozen sick leave or ELT

Qualifying exigency-as interpreted by the Family Medical Leave Act- in the following categories: short notice deployment, military events and related activities, childcare and related activities, care of the military member's parent, financial and legal arrangements, counseling, temporary rest and recuperation, certain post-deployment activities.

Serious health condition refers to an illness, injury, impairment or physical or mental condition that: (a) involves inpatient care in a hospital, hospice or residential medical care facility, or (b) involves continuing treatment by a healthcare provider and either requires an absence from work, school or other regular activities of more than three (3) consecutive calendar days, or would require such extended absence if continuing medical treatment was not received. An example is a cancer condition that would require long-term absence from work except that the associate is receiving periodic chemotherapy treatments.

Serious injury or illness- is one that is suffered while on active duty that may render the service member to be medically unfit to perform the duties of the service member's office, grade, rank or rating. It also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line duty on active duty.

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Spouse includes same sex spouse (for legally-married same-sex couples)

Corporate Paid Family Leave (PFL) Policy

The company provides associates working in New York State, a paid leave of absence under the New York Paid Family Leave (“PFL”) law when they need time off to care for a family member, bond with a child or for certain qualifying exigencies. This policy provides information concerning PFL entitlements and obligations.

Additionally, this policy outlines additional benefits and job protections due to New York legislation for COVID-19 under the Paid Family Leave for eligible associates in the event they, or their minor dependent child, are subject to a mandatory or precautionary order of quarantine or isolation due to COVID-19 or for associates who have an eligible family member who contracts COVID-19 may be able to take Family Care to care for them. The time off for this COVID-19 leave is separate from the New York Paid Sick Leave (NYPSL) time that is outlined in the Paid Time Off (PTO) policy.

Eligibility for PFL

PFL is available to “eligible associates.” To be eligible, associates must have:

1. A regular schedule of twenty (20) or more hours per week; and have been employed for at least twenty-six (26) consecutive weeks prior to the date PFL leave begins;
- OR
2. A regular schedule of less than twenty (20) hours per week; and worked at least one hundred seventy-five (175) days prior to the date PFL leave begins.

Qualifying Circumstances for Leave

An eligible associate is entitled to take PFL for one or more of the following:

Care: To participate in providing care, including physical or psychological care, for the associate’s family member (child, spouse, domestic partner, parent, grandchild, grandparent or parent of a spouse or domestic partner or siblings which includes biological, adopted, step-, and half-siblings with a **serious health condition**;

- **Bond:** To bond with the associate’s child during the first twelve (12) months after the child’s birth, adoption or foster care placement; and/or
- **Qualifying Exigency-** (as interpreted by the Family and Medical Leave Act) Because the associate’s spouse, child or parent who is a member of the Armed Forces (including National Guard or Reserves) is on covered active duty, called to covered active duty status or has been notified of an impending call or order to a covered active duty. “Qualifying exigencies” may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

Duration of Leave

PFL provides eligible associates up to twelve (12) weeks paid leave within any fifty-two (52) consecutive week period. The fifty-two (52) consecutive week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.

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Associate Deductions

PFL benefits are financed through associate contributions via payroll deductions and are administered through our short-term disability carrier (the “Carrier”).

Pay During Leave (PFL Benefits)

The weekly monetary benefit will be 67% of the associate’s average weekly wage, up to a cap of 67% of the current New York State average weekly wage,

An associate who is eligible for both statutory short-term disability benefits and PFL during the same period of fifty-two (52) consecutive calendar weeks may not receive more than twenty-six (26) total weeks of disability and PFL benefits during that period of time. Short-term disability benefits and PFL benefits may not be used concurrently.

Use of Paid Family Leave

Associates do not need to use their PFL entitlement in a single continuous block of time. Leave can be taken intermittently in increments of at least one (1) full day for the PFL benefit. In the event that an associate takes intermittent leave in less than full day increments (as qualified under Family Medical Leave Act), when the total hours reach the number of hours in an associate’s usual workday, one day of PFL will be deducted from the associate’s annual available PFL entitlement.

Associates must make reasonable efforts to schedule intermittent or reduced leave so as not to unduly disrupt the Company’s operations.

When PFL is taken in daily increments, the maximum number of days of the benefit allowed to the associate is calculated based on the average number of days the associate works per week by 12 weeks.

Limitations if Both Spouses Are Employees

If both spouses work for the same Company and the leave requested is for the same family member, only one (1) spouse is permitted to take PFL to care for that family member at one time.

Associate PFL Leave Obligations

1. Requesting Paid Family Leave

Human Resources will administer PFL process on behalf of the Company. Associates must notify Sun Life of their need for PFL leave, as described below. The Carrier will make determinations of eligibility and benefits.

a. Notice of the Need for Leave

Associates are required to contact Sun Life via email or phone and either request PFL specifically or explain the reasons for leave in order to determine that the leave is potentially PFL-qualifying. Associates must provide sufficient information of the qualifying event and the anticipated timing and duration of the leave. Human Resources will complete the Request for Paid Family Leave Form (PFL-1) on behalf of the Company and return the form to the associate. It is the associate’s responsibility to submit a timely and complete application for PFL to the Carrier with supporting documentation as outlined below.

b. Timing of Associate Notice of the Need for Leave

Associates must provide thirty (30) days advance notice of the need to take PFL when the

need is foreseeable. When thirty (30) days notice is not practicable for reasons such as lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the associate must provide notice as soon as practicable and generally must comply with the department's normal call-in procedures. Associates who fail to give thirty (30) days notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy PFL notice obligations, may have PFL delayed or denied for a period of up to thirty (30) days from the date notice is provided.

2. Submit Documentation Supporting Need for PFL

In addition to submitting a Request for Paid Family Leave, associates are required to submit to the Carrier a Certification and/or Proof of Eligibility (as described below) that supports the specific type of PFL they are requesting. No PFL benefits shall be paid until the completed Request for Paid Family Leave, together with any necessary certification or proof of eligibility has been submitted. It is the associate's responsibility to provide the Carrier with complete and sufficient certification.

a. Certifications Supporting Leave to Care for Family Members

An associate requesting PFL because of a covered family member's serious health condition must complete a Release of Personal Health Information Under the Paid Family Leave Law Form (PFL-3) and supply a medical certification using the Health Care Provider Certification For Care of Family Member with Serious Health condition Form (PFL-4) supporting the need for such leave from the health care provider of the covered family member.

b. Certifications Supporting Leave to Care for Qualifying Exigencies

An associate requesting PFL because of a qualifying exigency must complete a Military Qualifying Event Form (PFL-5) and provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service.

c. Proof of Eligibility for Leave Taken to Bond with a Child

i. Leave Requested by Birth Mother:

A birth mother requesting PFL to bond with a child must complete Bonding Certification Form (PFL-2) and provide supporting documentation either: (1) a birth certificate; or (2) if a birth certificate is unavailable, documentation of pregnancy or birth from a health care provider that includes the mother's name and the child's due date or birth date.

ii. Leave Requested by Parent Other Than Birth Mother

A parent (other than a birth mother) requesting PFL to bond with a child must complete a Bonding Certification Form (PFL-2) and provide supporting documentation : (1) a birth certificate; (2) If no birth certificate is available, a voluntary acknowledgment of paternity or court order of filiation; (3) If neither a birth certificate or voluntary acknowledgment is available, a copy of documentation of pregnancy or birth from a health care provider and a second document verifying the parent's relationship with the birth mother or child (i.e. marriage certificate, civil union documents, or domestic partner documents). If none of the above documents are available, a parent may submit other documentary evidence of parental relationship for evaluation on a case-by-case basis.

iii. Leave Sought by Adoptive Parent

An adoptive parent requesting PFL to bond with a child must complete a Bonding Certification Form (PFL-2) and provide supporting documentation: (1) a court document indicating

that an adoption is in process or is being finalized; or (2) when leave is taken prior to completion of the adoption, a document evidencing that the adoption process is underway, including but not limited to, a signed statement from an attorney, adoption agency, or adoption-related social service provider that the employee is in the process of adopting a child. If the second parent is not named in the above document(s), the employee must provide both a copy of the document evidencing the adoption, and a second document verifying the relationship to the parent named in the document (i.e. marriage certificate, civil union documents, or domestic partnership documents).

iv. Leave Sought by Foster Parent

A foster parent requesting PFL to bond with a child must complete a Bonding Certification Form (PFL-2) and provide a letter of placement issued by the county or city department of social services or local volunteer agency. If the associate is not named in the placement document, the associate must submit both a copy of the document evidencing the placement, and a second document verifying the relationship to the parent named in the document (i.e. marriage certificate, civil union documents, or domestic partnership documents).

3. Leave Period and Return to Work

Sun Life will provide the associate notice of the approved leave period and associates are expected to return to work upon conclusion of the approved leave period. If an associate is unable to return at the conclusion of this period, it is the associate's responsibility to contact Sunlife prior to the expected return to work date and the associate may be required to provide recertification for extension of the leave. If an associate fails to notify Sunlife and/or provide any necessary recertification when requested for continuation of the leave, the associate can no longer be continued on the leave of absence and will be considered voluntarily separated from employment.

Leave Concurrent with Family and Medical Leave Act (FMLA) or Other Leave Policies

For the companies that are a covered FMLA employer, the Company will require an associate whose leave qualifies under both the FMLA and PFL, to take PFL concurrently with any leave taken pursuant to the FMLA and such leaves may not be stacked. Additionally, when the Paid Family Leave is also designated as FMLA, the associate will be required to use accrued paid time off in accordance with the Corporate Family Medical Leave Act Policy. In the event that an associate takes intermittent leave in less than full day increments (as qualified under Family Medical Leave Act), when the total hours reach the number of hours in an associate's usual workday, one day of PFL can be deducted from the associate's annual available PFL entitlement.

The PFL does not affect any federal, state or local law prohibiting discrimination, or supersede any federal, state or local law which provides greater family leave rights. For additional information concerning leave entitlements and obligations that might arise when PFL is either not available or exhausted, please consult the other leave policies referenced in this policy, your Associate Handbook or contactLeaves@independenthealth.com.

Use of Paid Time Off (PTO)

When PFL does not qualify as FMLA leave, associates may choose to use, but are not required to use accrued unused paid time off (PTO). Associates who elect to use their PTO and/or have that PTO designated as New York Paid Sick Leave (NYPSL) to offset the difference between their regular pay and

the amount received for Paid Family Leave should contact leaves@independenthealth.com. Associates will not be permitted to receive PFL benefits and/or pay in excess of their full salary.

Where time off qualifies as both PFL and FMLA leave, associates are required to utilize accrued paid leave (PTO), as outlined in the Corporate Family Medical Leave Act (FMLA) Policy to supplement the PFL benefit vs. being unpaid. However, the associate can elect if they want that PTO time to be designated as New York Paid Sick Leave (NYPSL).

Associates will not accrue any paid time off while out on PFL unless utilizing PTO. The substitution of paid leave for unpaid leave does not extend the PFL entitlement and the paid time will run concurrently with an associate's PFL entitlement, to the maximum extent permissible under the law.

When the associate elects to charge all or part of their family leave time to unused paid time off and receives their her full salary, the company will request reimbursement from the carrier for family leave benefits by filing a claim for reimbursement prior to the carrier paying such benefits.

Benefits Protection

The Company will continue making contributions to maintain an associate's coverage under their group health plan during an approved PFL leave at the same level and under the same conditions as if the associate had continued to work. During any period of PFL leave, the associate will continue to be responsible for paying their individual benefits contribution required to maintain their active benefit status. The company reserves the right to recover the associate's share of any premium payments missed during the course of their PFL leave. If the associate does not receive a company paycheck from which their benefit contributions can be deducted, the associate is still responsible for these payment(s) and the associate will have additional deductions upon their return to work for any missed deductions during this period. Further, if an associate fails to return to work after their PFL leave entitlement expires, the company may, under certain circumstances, seek reimbursement of its share of contributions paid during the period of PFL leave.

PFL is treated as continuous service (i.e., no break in service) solely for purposes of vesting and eligibility to participate in any Independent Health pension or 401(k) plan. Associates continue to accrue PTO while on PFL if they are being **paid time off** during this time. Regular payroll deductions continue while an associate is utilizing paid time off while on **PFL**. To be eligible to be paid for the company-designated holiday, the associate must be utilizing paid time off in the pay week that contains the holiday. If an associate on PFL is not utilizing any paid time off during the pay week that contains a holiday, they will not be paid for the company designated holiday.

Note: The holiday, regardless of whether the associate is using PTO or receiving the PFL benefit, still counts towards the associate's PFL entitlement.

Waivers

An associate who may not be eligible for PFL has the option to file a waiver of PFL and therefore not be subject to deductions, but only when their regular employment is: (i) twenty (20) or more hours per week but the associate will not work twenty-six (26) consecutive weeks; or (ii) fewer than twenty (20) hours per week and the associate will not work one hundred seventy-five (175) days in a fifty-two (52)

consecutive week period. Waivers will be provided to associates who have schedule changes as outlined above and had not been previously eligible for PFL or to new hires at the time of hire who may not become eligible for PFL.

An associate's failure to submit a waiver within the prescribed timeframes may result in deductions being taken from the associate's paycheck and such deductions taken during this period will not be refunded to the associate.

If the associate's schedule/status changes so that they would be eligible for PFL, the waiver shall be automatically revoked and deductions of premium from the associate's pay, for the period of time the associate was covered by waiver shall become effective within eight (8) weeks of the change of status.

Restoration of Employment and Benefits

Under most circumstances an associate who exercises their right to PFL will, upon the expiration of that leave, be entitled to be restored to the position held by the associate when the leave commenced, or to a comparable position with comparable benefits, pay, and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. However, associates who fraudulently obtain PFL are not protected by the PFL's job restoration or maintenance of health benefits provisions and may be subject to disciplinary action up to and including termination of employment

Questions

If you have questions regarding this policy, please contact HR or Leaves@independenthealth.com. The Company is committed to complying with the law and, whenever necessary, shall interpret and apply this policy in a manner consistent with the law. The Company will not interfere, restrain or deny the exercise of any rights provided by law. If an associate feels that their rights have been violated they should immediately report the matter to Leaves@independenthealth.com.

Paid Time Off: PTO, frozen sick leave or ELT

Serious Health Condition- is an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care in a hospital, hospice or residential health care facility; or (b) continuing treatment or continuing supervision by a health care provider. Subject to certain conditions, the continuing treatment or continuing supervision requirement may be met by a period of incapacity of more than three (3) consecutive full days during which a family member is unable to work, attend school, perform regular daily activities or is otherwise incapacitated due to illness, injury, impairment or physical or mental conditions, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (a) treatment two (2) or more times by a health care provider; or (b) treatment on at least one (1) occasion by a health care provider, which results in a regimen of continuing treatment under the supervision of the health care provider. The continuing treatment or continuing supervision requirement also may be met by any period during which a family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to a chronic serious health condition or an illness, injury, impairment, or physical or mental condition for which treatment may not be effective. A chronic serious health condition is one which: (a) requires periodic visits for treatment by a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying

condition); and (c) may cause episodic rather than a continuing period of incapacity. Examples of such episodic incapacity include but are not limited to asthma, diabetes, and epilepsy. Other conditions may meet the definition of continuing treatment. Serious health condition has been expanded to also include preparation and recovery from surgery related to organ or tissue donation.

COVID-19 Leave Policy

Associates may be entitled to additional benefits and job protections due to New York legislation for COVID-19 under the Paid Family Leave in the event they, or their minor dependent child, are subject to a mandatory or precautionary order of quarantine or isolation due to COVID-19 and unable to work remotely or for associates who have an eligible family member who contracts COVID-19 may be able to take Family Care to care for them. The time off for this COVID-19 leave is separate from the New York Paid Sick Leave (NYPSL) time that is outlined in the Paid Time Off Policy #A101213052. Associates should review the Corporate Paid Family Leave (PFL) & COVID-19 Leave Policy #A20171208077 for eligibility requirements and can contact their HR Business Partner or Leaves@independenthealth.com to apply for benefits.

Mandated Leaves/Absences from Work

The company is committed to providing eligible associates with time away from work as may be required by federal or applicable state law or regulation. Leaves mandated by state law or regulation outlined below may vary for remote associates as they are generally subject to the laws of their city and state where they are physically located and perform work. Depending on the nature of the absence from work, the leave may be paid or unpaid. All associates are expected to provide reasonable notice when needing such leave as outlined below. An associate who requires a leave of absence due to a medical condition that may be covered under Disability, FMLA or Workers Compensation should consult those applicable sections in the handbook.

Blood/Bone Marrow Donation Leave

The company will provide unpaid leave, not to exceed three (3) hours, once annually, for interested associates to donate blood. Associates should request this leave at least three (3) workdays prior to the leave. In addition, the company will allow associates unpaid leaves of absence up to 24 work hours in length for purposes of undergoing a medical procedure to donate bone marrow. Requests for leave to donate bone marrow should be made as far in advance as practicable. The company reserves the right to request sufficient documentation to substantiate an associate's leave to donate blood or blood marrow.

Emergency Responders

The company will provide unpaid leave to associates who are volunteer firefighters or volunteer ambulance personnel when these associates request time off to respond to certain emergency situations such as a declaration of a local or state emergency under New York Executive Law unless the associate's absence would create an undue hardship on the business. Associates may take unpaid excused leave or may choose to use paid PTO for this absence. Associates must provide written documentation from the head of the fire department or ambulance service certifying the period of time the associate responded to the emergency.

Jury Duty

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All full-time and part-time, benefit-eligible associates are eligible for paid time away from work for jury duty service.

Eligible associates will receive their regular pay for up to four (4) weeks, provided that the associate reports to work whenever not in court attendance. Part-time associates paid time away from work will be pro-rated as based on their FTE percentage. Associates cannot accept any additional compensation received from jury duty while receiving their regular pay. When an associate is called for jury duty, the associate will be excused from regular job duties on the days required to appear in court. The associate will be paid for any regularly scheduled workdays for jury duty. The jury summons should be given to the department leader as soon as possible so that arrangements can be made to accommodate the absence. After completion of jury duty service, the court will provide additional proof of service, which should be turned in to the department leader on the next scheduled workday.

Part-time, non-benefit-eligible/per diem associates, contractors, consultants and leased associates are not eligible for the company paid time away from work but will receive state mandated jury benefits.

Military Leave of Absence

The company provides strong value to military personnel and others who serve our country. The Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) outlines re-employment and benefit rights to associates who leave their job and return from uniformed service.

Notice of Leave

Written or verbal notice must be given in advance of the service. When precluded by military necessity or under other circumstances where it is impossible or unreasonable to give notice, notice is not required.

Amount of Leave

The cumulative length of the military leave when combined with all previous military leaves cannot exceed five (5) years. Military leave is unpaid. Associates are paid through the actual last day of work prior to entering the service.

Benefits During Military Leave

Under our policy, your benefits will continue for a period of up to six months, however, under USERRA, you have the ability to continue your health coverage during your military leave up to 24 months. If your leave will extend beyond six months, you will be offered the opportunity for continuation of health coverage and life insurance will be available to you on a conversion basis. Associates who make a reapplication for employment after military leave will be treated as not having incurred any break in service.

PTO & ELT

Paid Time Off (PTO) may be used during the period of military leave.

Associates will also be eligible to use their extended leave time (ELT) benefit to provide salary continuation for a continuous military leave of absence that extends beyond one week. To be eligible for the benefit, the associate must provide orders and utilize PTO for the first week of the military leave

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of absence. The ELT benefit may be used one time per order.

Retirement and Investment Plan (401(k))

Associates who return from a military leave may make contributions to their company 401(k) to make up contributions that would have been made had the associate remained continuously employed. A returned associate has three (3) times the length of military leave, up to a five-year maximum, to make the contributions.

Reapplication for Employment for Uniformed Service

The time limits for reporting to the employer after release from uniformed service are as follows:

1. No later than the first full regular scheduled workday following completion of uniformed service plus an 8-hour transition period if the uniformed service was for less than 31 days.
2. No later than the first full regularly scheduled workday following the completion of the uniformed service plus an 8-hour transition period if the military leave was for an examination to determine fitness to perform in the uniformed services.
3. No later than 14 days following the completion of service if an individual's service was more than 30 days but less than 181 days.
4. No later than 90 days after the completion of service if any individual's service was for more than 180 days.

Associates should contact Leaves@independenthealth.com within these timeframes outlined above and must also submit a certificate of discharge showing satisfactory completion of military service to return to work. Reinstatement rights are terminated for any associate who fails to timely notify the company of availability to return to work and proof of discharge from military service.

New York COVID-19 Vaccine Leave

Consistent with New York law, Independent Health will provide sufficient time off for associates to receive COVID-19 vaccination or boosters. Associates should receive advance approval from their supervisor for this time away from work and can request this time in workday (not to exceed four hours). Associates are required to provide their updated vaccine documentation to covid_documentation@independenthealth.com

Rights of Employees to Express Breast Milk in the Workplace Policy

Independent Health, its subsidiaries and affiliated organizations (hereinafter "the Company") has adopted the New York State Model Policy on the Rights of Employees to Express Breast Milk in the Workplace. Independent Health, its subsidiaries and affiliated organizations (hereinafter "the Company") has adopted the New York State Model Policy on the Rights of Employees to Express Breast Milk in the Workplace.

Using Break Time for Breast Milk Expression

The Company must provide reasonable unpaid break time for their associates to express breast milk. In addition, associates must also be permitted to use their paid break time or meal time to express breast milk. This time must be provided for up to three years following childbirth. The

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Company must provide unpaid break time at least every three hours if requested by the associate. However, the number of unpaid breaks an associate will need to express breast milk is unique to each associate and the Company must provide reasonable break times based on the individual. The Company is prohibited from discriminating in any way against an associate who chooses to express breast milk in the workplace. An associate must be permitted to work before or after their normal shift to make up any time used as unpaid break time to express breast milk, as long as this time falls within the company's normal work hours. However, an associate is not required to make up their unpaid break time.

While an employer cannot require that an associate works while expressing breast milk, nothing in Labor Law 206-c prevents an associate from voluntarily choosing to do so. Time working while expressing breast milk must be compensated. Unpaid breaks provided for the expression of breast milk must be at least twenty minutes. However, if the designated lactation room where such break will be taken is not close to an associate's workstation, the provided break must be at least thirty minutes. An associate must be allowed to take a longer unpaid break if needed. Associates may also opt to take shorter unpaid breaks. Associates who do not work on-site have the same rights to unpaid time off for the purpose of expressing breast milk, as all other associates who perform their work in-person.

Making a Request to Express Breast Milk at Work

If an associate wants to express breast milk at work and/or needs break time under this policy, they need to give the Company reasonable advance notice, generally before returning to the workplace if the associate is on leave. This advance notice is to allow the Company the time to find an appropriate location and adjust schedules if needed. Your written request should include your anticipated return to work date, as well as details regarding how many breaks you anticipate needing during the workday. Associates wishing to request a room or other location to express breast milk in the workplace and/or break time should do so by submitting a written request to **Human Resources at HR@independenthealth.com**.

The Company must respond to this request for a room or other location to express breast milk in writing within five days. The Company must notify all associates in writing through email or printed memo when a room or other location has been designated for breast milk expression which is outlined below.

Lactation Room Requirements

Each Company has a room at its location that satisfies the following requirements as outlined below from the New York State Model Policy. The rooms are identified by signage and associates with work with HR on how to go about reserving the room at their company location based on their schedule needed during the workday.

In addition to providing the necessary time during the workday, the Company must provide a private room or alternative location for the purpose of breast milk expression. The space provided for breast milk expression cannot be a restroom or toilet stall. The room or other location must:

- Be close to an associate's work area
- Provide good natural or artificial light

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- Be private – both shielded from view and free from intrusion
- Have accessible, clean running water nearby
- Have an electrical outlet (if the workplace is supplied with electricity)
- Include a chair
- Provide a desk, small table, desk, counter or other flat surface

There does not need to be a separate space for every nursing associate. An employer may dedicate a single room or other location for breast milk expression. Should there be more than one associate at a time needing access to a lactation room, an employer may dedicate a centralized location to be used by all associates. Any space provided for breast milk expression must be close to the work area of the associate (s) using the space. The space must be in walking distance, and the distance to the location should not significantly extend an associate's needed break time. The employer located in shared work areas, such as office buildings, malls and similar spaces may work together to establish and maintain a dedicated lactation room, as long as such space(s) are a reasonable distance from the associates using the room. Each employer utilizing this common space is individually responsible for making sure the room meets the needs of their associates. If there is not a separate room or space available for lactation, an employer may use a vacant office or other available room on a temporary basis. This room must not be accessible to the public or other associates while an associate is using it for breast milk expression. As a last resort, an available cubicle may be used for breast milk expression. A cubicle can only be used if it is fully enclosed with a partition and is not otherwise accessible to the public or other associates while being used for breast milk expression. The cubicle walls must be at least seven feet tall to insure the associate's privacy. To ensure privacy, if the lactation room has a window, it must be covered with a curtain, blind or other covering. In addition, the lactation space should have a door equipped with a functional lock. If this is not possible (such as in the case of a fully enclosed cubicle), as a last resort, an employer must utilize a sign advising the space is in use and not accessible to other associates or the public. If the workplace has a refrigerator, The company will allow associates to use it to store breast milk. However, the company not responsible for ensuring the safekeeping of expressed milk stored in any refrigerator in the workplace. Associates are required to store all expressed milk in closed containers and bring milk home each evening. The space designated for expressing breast milk must be maintained and clean at all times. If an employer can demonstrate undue hardship in providing a space with the above requirements, the employer must still provide a room or other location - other than a restroom or toilet stall - that is in close proximity to the work area where an associate can express breast milk in privacy, that meets as many of the requirements as possible. Undue hardship is defined in the statute as "causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business." However, an employer may not deny an associate the right to express breast milk in the workplace due to difficulty in finding a location.

New York State Department of Labor Resources

If an associate believes that they are experiencing retaliation for expressing breast milk in the workplace, or that their employer is in violation of this policy, should contact the New York State Department of Labor's Division of Labor Standards. Call us at 1-888-52-LABOR, email us at LSAsk@labor.ny.gov, or visit the nearest Labor Standards office to personally file a complaint. A list 9-1-23

of our offices is available at dol.ny.gov/location/contact-division-labor-standards. Complaints are confidential.

Federal Resources

The federal PUMP Act went into effect in 2023, expanding protections for almost all associates expressing breast milk at work. Under the PUMP Act, any covered workers not provided with breaks and adequate space for up to a year after the birth of a child are able to file a complaint with the U.S. Department of Labor or file a lawsuit against their employer. For more information, please visit dol.gov/agencies/whd/pump-at-work.

Victims of Domestic Violence

Consistent with New York law, reasonable accommodations will be provided to an associate who is known by the company to be a victim of domestic violence, unless doing so would provide an undue hardship. The associate will be provided reasonable time off to seek medical attention for injuries caused by domestic violence, to obtain services from a domestic violence shelter, program or rape crisis center, to obtain psychological counseling related to an incident of domestic violence, to participate in safety planning or to take other actions to increase safety from future incidents of domestic violence and to obtain legal services, assist in the prosecution of the offense or appear in court in relation to the incident of domestic violence. Associates who are in need of an accommodation to be absent from work must provide advance notice to Leaves@independenthealth.com and if advance notice is not feasible, the associate must provide a certification to within a reasonable time after the absence, such as a police report; court order; or documentation from a medical professional, advocate or counselor. The associate will be required to utilize any paid time off (PTO) that they have available; if no paid time off is available, the time off will be treated as leave without pay. The company will not discriminate with respect to victims of domestic violence in the workplace.

Voting Time Off

If an associate does not have sufficient time to vote in a public election before or after working hours, The company will pay an associate for up to two (2) hours of absence from regularly scheduled work that is necessary to enable the associate time to vote. Associates must give at least two (2) working days' notice to their supervisor or department leader of the need to have time off to vote.

Witness Duty

Upon advance notice, the company will provide associates with unpaid leave to appear as a witness in a criminal proceeding, consult with a district attorney or exercise rights as the victim of a crime. An associate may be asked to provide sufficient documentation to verify the reasons for such an absence.

Other Types of Leaves

Bereavement Leave

The company provides paid bereavement leave for active, full-time and part-time, benefit-eligible associates. Part-time associates are allowed bereavement leave as outlined below and pro-rated as based on their FTE percentage.

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Active, full-time associates are eligible for:

- Up to ten (10) business days for the death of a parent, child or spouse.
- Up to five (5) business days for the death of a of an associate's grandparents or grandchildren, mother-in-law, father-in-law, step-parent, son-in-law, daughter-in-law, step-children or siblings/step-siblings or for a ward for which the associate is the *legal guardian.
- One (1) business day of bereavement leave for the death of an aunt, uncle, niece, nephew, cousin, great-grandparent, brother-in-law, sister-in-law, spouse's grandparent, or any other relative with whom the associate was living with at the time of their death.

Associates who work non-traditional hours will account for bereavement time in hours, not to exceed 75, 37.5, 22.5, or 7.5 hours respectively.

*Typical situations for guardianship: incapacitated senior, guardianship for a minor and guardianship for developmentally disabled adults.

If deemed appropriate, human resources may require documentation to substantiate the relationship.

Where circumstances may require more than the standard amount of time off due to a death in the family, an associate may request to use Paid Time Off (PTO) if it is available. Any additional time off must be approved by the associate's department leader and human resources business partner.

Associates may be allowed up to four hours of bereavement leave to attend the funeral services of a fellow associate, subject to supervisor approval and provided such absence from duty will not interfere with normal operations of the company.

Personal Leave of Absence

Associates who need an extended period of time away from work for extenuating personal matters when such leave would not otherwise be covered under any other qualified leave of absence or leave required by law have the option to request a personal leave of absence for up to four (4) weeks of unpaid leave. This specific leave request must be made by contacting Human Resources directly either at Leaves@independenthealth.com or your HR Business Partner. When possible, requests should be made at least 30 days in advance of the leave of absence. A personal leave cannot be used to extend any other approved qualified leave of absence (i.e., FMLA, PFL, NYPSL, disability, etc.)

Associates must use any accrued PTO or any other eligible paid leave time (e.g., bereavement) before utilizing an unpaid personal leave of absence. If the associate fails to return to work at the conclusion of an approved leave of absence period, the associate shall be deemed to have resigned from employment and separated as of last date of approved leave.

For more details on a personal leave, please see *Personal Leave of Absence Policy #A101222056* located here: [Compliance – Policy Library – All Documents \(sharepoint.com\)](#) . Associates may also contact Leaves@independenthealth.com for additional information.

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IN CONCLUSION

We care about your experience and satisfaction as an associate of the company. We hope this information is helpful to you. If you have any questions, please contact Human Resources (HR), your human resources business partner.

As a valued member of our team, thank you for helping the company achieve its mission, vision and values!

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EXHIBIT I**Fraud Laws and Whistleblower Rights and Protections**

The company has a comprehensive fraud and abuse program which is led by its Special Investigations Unit and is designed to detect, correct, prevent and report potentially illegal and fraudulent practices. The chart provided below contains important information for you about federal and state fraud and abuse laws and whistleblower protection laws.

Additional information about these laws can be obtained by contacting the Special Investigations Unit, Compliance or Legal Department. The company's fraud and abuse related policies are posted on IH Connections in the Policy Library located in here: [Compliance - Policy Library - All Documents \(sharepoint.com\)](#) and SIU Fraud and Abuse policies and business processes can be found on the SIU tab under Claims Operations on IH Connections. Associates who believe they have encountered fraud or a violation of law or any questionable activity are required to report it to the Special Investigations Unit at 1-800-665-1182.

| FEDERAL LAW | SUMMARY |
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| Federal False Claims Act | <p>Key Definitions:</p> <ul style="list-style-type: none"> • A "claim" means any request or demand, whether under a contract or otherwise, for money or property and regardless of whether the United States government ("Government") has title to the property that is presented to the Government or to a Government contractor, grantee or other recipient if the money or property is going to be spent on the Government's behalf or in a way that advances any Government program or interest. This is an extremely broad definition. • "Knowingly" means the person: <ol style="list-style-type: none"> 1. has actual knowledge of the information; 2. acts in deliberate ignorance of the truth or falsity of the information or 3. acts in reckless disregard for the truth or falsity of the information. • To make a case against an individual or entity, the Government only has to prove that the fraud against the Government occurred. The Government does not have to prove the person or entity had a specific mental state or intention to defraud the Government. <p>Types of False Claims:</p> <ul style="list-style-type: none"> • <u>Direct False Claims:</u> A civil lawsuit can be brought by the Government against any person who knowingly makes a false claim to obtain money or property, any part of which is provided to the Government directly or indirectly to a person, agent or contractor of the Government, a grantee of the Government or a |

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| | <p>recipient of any money or property from the Government.</p> <ul style="list-style-type: none"> • <u>FalseRecords</u>: A civil lawsuit can be brought by the Government against any person who knowingly makes, uses or causes to be made or used, a false record or statement material to a false or fraudulent claim. The word “material” means having a natural tendency to influence or be capable of influencing the payment or receipt of money or property. In order to make its case, the Government does not have to demonstrate a direct connection between the false record or statement and the Government’s payment of a claim. In addition, a person or entity can be held responsible for damages in the amount of \$50,000 for each false record or statement. • <u>Underpayments</u>: A civil lawsuit can be brought by the Government against any person who knowingly makes underpayments to the Government. • <u>Certifications</u>: A civil lawsuit can be brought by the Government against any person who, with intention to defraud the Government, certifies receipt of Government money or property without completely knowing that the receipt is true and correct. • <u>ImproperPropertyTransfers</u>: A civil lawsuit can be brought by the Government against any person who knowingly buys or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, who lawfully may not sell or pledge property. • <u>Overpayments</u>: An overpayment means a health plan receives funds under the Medicare or Medicaid program and, after appropriate reconciliation; it retains them even though it is not entitled to do that. Under the Federal False Claims Act, the company must report and return overpayments to the Secretary of the United States Department of Health and Human Services, New York State, a Government intermediary, carrier or contractor within 60 days of the date the overpayment was identified or the date any corresponding cost report is due, if any. When the company returns an overpayment, it must include a written statement indicating the reason why the overpayment is being returned. A civil lawsuit can be brought by the Government against any person who knowingly retains an overpayment when there was an obligation to repay the Government. This part of the False Claims Act is often referred to as a “reverse false claim.” • <u>Anti-KickbackLawClaims</u>: The Anti-Kickback Law is discussed in more detail later in this chart under the heading entitled “Federal Health Care Program Anti-Kickback Law. |
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| | <p>Damages & Examples:</p> <p>A person can be held responsible for damages for up to three times the amount of the damage the Government sustains plus mandatory penalties ranging from \$5,000 to \$10,000 (these penalty ranges can be adjusted for inflation) plus the costs of any civil lawsuit brought against them by the Government.</p> <p>Some examples of potentially problematic activities under the Federal False Claims Act:</p> <ul style="list-style-type: none"> • Knowingly falsifying records that are then used to get a false claim paid (please note, the potential penalty for this type of violation is \$50,000 for each false record or statement). • Double billing. • Submitting bills for services that were never performed. • Retention of an overpayment where there is an obligation to repay. • Inaccurately reporting or certifying data in bids and rate proposals. • Using inaccurate data to support reported claims experience and loss ratios. • Failing to correctly report rating or discounts for similarly sized subscriber groups under Federal Employees Health Benefits (FEHB) programs. • Falsely certifying compliance with Medicaid Managed Care marketing or other program requirements. • Manipulating provider or vendor dealings to distort reported claims experience in the company's government programs. • Making any false statement, omission or misrepresentation in any application, bid or contract to participate in Medicare Advantage, Medicare Part D plan or Medicaid Managed Care (please note, the potential penalty for this type of violation is \$50,000 for each false statement or misrepresentation and not more than three times the total amount claimed for each item or service for which payments were received and was based on the application which contained the false statement). |
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| Administrative Remedies for False Claims and Statements | <p>Another false claims provision that works together with the Federal False Claims Act is called the Program Fraud and Civil Remedies Act. This provision expands the damages listed above so that a person who knowingly submits a false claim is liable for a civil penalty of up to \$5,000 for each false claim submitted and may also be subject to an “assessment” of up to twice the amount of each false claim submitted. The United States Attorney General’s Office is responsible for investigating the allegations, filing the action, holding hearings, issuing subpoenas and collecting the penalties assessed.</p> |
| Federal False Claims Act Qui Tam Lawsuits | <p>The Federal False Claims Act allows “qui tam” actions. These lawsuits are brought by a private individual who knows about the fraud on behalf of the Government. The individual sues as an individual and on behalf of the Government. The individual who brings the lawsuit is called a “whistleblower” or a “qui tam relator.”</p> <p><i>How this works:</i></p> <p>The individual files a lawsuit on behalf of the Government in a federal district court “under seal.” “Under seal” means the lawsuit will be confidential when the Government investigates it and decides whether to join in the lawsuit. If the Government joins in the lawsuit, the lawsuit will be directed by the United States Department of Justice. If the Government does not join the lawsuit, the individual will continue to lead the lawsuit.</p> <p><i>When:</i></p> <p>Qui tam lawsuits must be filed by the individual within six years of the alleged violation or no more than three years after the date the Government knows or reasonably should know about the alleged violation, but in no event more than 10 years after the violation was committed.</p> <p><i>Awards:</i></p> <p>If the Government joins in the lawsuit and it is successful, the individual may receive between 15 percent and 25 percent of the proceeds of the lawsuit. If the Government does not join in the lawsuit and the lawsuit is successful, the individual may receive between 25 percent and 30 percent of the proceeds.</p> <p><i>Special Protections:</i></p> <p>In addition to the financial awards provided to the individual, the Federal False Claims Act strives to make the individual whole and provide them with all relief necessary to do that such as employment reinstatement and providing back pay and other compensation due to their employer’s retaliatory conduct against the individual for filing the qui tam lawsuit.</p> |
| Federal Health Care | <p>Individuals and entities can be held liable under the federal health care</p> |

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| <p>Program Anti-Kickback Law</p> | <p>program anti-kickback law (“Anti-Kickback Law”) for knowingly and willfully offering, paying, soliciting or receiving remuneration in exchange for referring, furnishing, purchasing, leasing or ordering any good, facility, service or item that is paid for in whole or in part by Medicare or Medicaid programs or other federal health care programs. Both the recipient of the remuneration and the individual or entity who offers the remuneration are subject to the Anti-Kickback Law. The Government does not have to prove that an individual or entity had a specific mental state or intention to violate the Anti-Kickback Law. This makes prosecuting these types of cases easier for the Government.</p> <p>“Remuneration”:</p> <p>Remuneration means any kickback, bribe, discount, rebate made in cash or in kind, regardless of whether it was paid directly or indirectly. The Government defines the word remuneration very broadly. Remuneration that is intended to induce referrals is banned and so is remuneration that is intended to induce the purchasing, leasing, ordering or arranging for any good, facility, service or item paid for by a federal health care program.</p> <p>Exceptions:</p> <p>The Government has issued regulations that create a list of practices that do not violate the Anti-Kickback Law. These practices are commonly referred to as “safe harbors.” The safe harbors cover a small number of payment practices such as:</p> <ul style="list-style-type: none"> • the waiver of coinsurance and deductible amounts under certain specific conditions, • giving incentives to individuals to promote the delivery of preventive care, • remuneration which promotes access to care and which poses a low risk of harm to patients and federal health care programs, • offering or transferring coupons and rebates or other retailer rewards for free or less than fair market value if certain conditions are met, • offering or transferring items or services for free or less than market value if: (a) they are not offered through an advertisement, (b) they are not tied to an item or service that is reimbursable under a federal or state health care program, (c) there is a reasonable connection between the items or services offered and the individual’s medical care, (d) the individual receiving the item or service is in financial need and • as of January 1, 2011, the waiver of any copayment for the first prescription fill of a generic drug that is covered by Medicare Part D. |
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| | <p><i>These are narrow exceptions to the Anti-Kickback Law's prohibited practices. If you would like more information about the Anti-Kickback Law's safe harbors, please contact an attorney in the Legal Department.</i></p> <p>Damages:</p> <p>A person or entity can be held criminally and/or civilly liable for violating the Anti-Kickback Law. The criminal penalty is a fine of up to \$25,000 and/or imprisonment of up to five years. An Anti-Kickback Law violator can also be excluded from participation in a Federal health care program. On the civil side, a person or entity can be required to pay the Government up to three times the amount of the total remuneration offered, paid, solicited or received plus a \$50,000 fine for each violation of the Anti-Kickback Law.</p> |
| | <p>Self-Reporting Violations:</p> <p>As a contractor of the United States Department of Health and Human Services ("HHS") Centers for Medicare and Medicaid Services ("CMS") for various Medicare products, the company must report to the HHS Office of the Inspector General in writing and send a carbon copy to the CMS official in charge of the company's contract with CMS when it has credible evidence that one of its officers, directors, associates, agents or Medicare-related subcontractors has violated:</p> <ul style="list-style-type: none"> • Federal criminal law involving fraud, conflict of interest, bribery or gratuity violations in Title 18 of the United States Code or • The Federal False Claims Act. <p>When making such reports to the Government, the company shall mark each page of its written report as "Confidential."</p> |
| | <p>Federal Audits:</p> <p>Federal law permits the HHS to audit the company for potential violations of a variety of federal fraud laws, regulations and rules. If the company does not grant the Government timely access to our facilities, records and systems so they can perform their audits, investigations and evaluations, the company can be subject to a penalty in the amount of \$15,000 per day.</p> |

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| STATE LAW | SUMMARY |
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| <p>New York False Claims Act</p> | <p>A civil lawsuit can be brought by the New York State Attorney General and/or any variety of local government against any person who does any of the following activities:</p> <ul style="list-style-type: none"> • Knowingly presenting a false claim to the state or a local government or a Medicaid managed care plan; • Knowingly making use of a false record to receive payment from the state or a local government or a Medicaid managed care plan; • Conspiring to defraud the state or a local government by getting a claim paid; • Delivering, or causing to be delivered, to the state or a local government less property or money than the amount for which a person receives a Certificate of receipt, with an intent to defraud or willfully to conceal the property or money; • Making or delivering, with intent to defraud, a certifying receipt to the state or local government without completely knowing that the information on the receipt is true; • Knowingly buying or receiving as a pledge of an obligation or debt, public property from a state officer or employee knowing that the property may not be lawfully sold or pledged and • Knowingly making, using or causing to be used a false record or statement to conceal, avoid or decrease an obligation of money or property to the state or a local government. <p>Damages: The person can be held responsible for damages for: (1) a civil penalty of \$6,000 to \$12,000 paid to the state, (2) three times the amount of damages the state suffers, (3) three times the amount of damages any local government suffers and (4) the cost of any civil lawsuits and attorney’s fees brought to recover any such penalties and damages. A court may reduce treble damages to double damages if: (1) the violator furnishes all information to the officials who are investigating the violation within thirty days of the violator obtaining that information, (2) the violator fully cooperates with the government’s investigation, and (3) at the time the violator provides the information, no criminal, civil or administrative action had begun and the violator did not have actual knowledge of any investigation.</p> |

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New York False Claims Act Qui Tam Lawsuits

Similar to the Federal False Claims Act, the State False Claims Act also allows “qui tam” actions.

These lawsuits are brought by an individual who knows about the fraud. This individual is called a “whistleblower” or a “qui tam relator.” The government works with the individual and decides whether to get involved in the lawsuit.

How this works:

The individual files a lawsuit in New York State Supreme Court, a trial level court. The individual’s complaint is “sealed” and kept confidential for at least 60 days. During that period of time, the government will investigate the complaint and decide whether to get involved in the case. The government may either: (1) take over the case completely and re-file the lawsuit in the name of the State of New York, (2) intervene in the lawsuit and help the individual who filed the lawsuit or (3) decide not to participate at all. If the government decides to become involved in the case, the government will have the responsibility of trying the case to its completion or settling the case. The court will determine if a settlement is fair before it is finalized.

When:

Qui tam lawsuits must be filed by the individual within six years of the violation or three years after the date facts that are material to the case are known or reasonably should have been known to the government official charged with the responsibility to act in the circumstances, whichever occurs last. In no event may the lawsuit be brought later than 10 years after the violation was committed.

Awards:

If the government gets involved in the lawsuit and the lawsuit is successful, the individual is entitled to 15 percent to 25 percent of the total recovery or the settlement. If the government does not get involved in the lawsuit and the lawsuit is successful, the individual is entitled to 25 percent to 30 percent of the total recovery or the settlement. The court may also award reasonable costs and expenses, including attorney’s fees. An individual’s recovery may be reduced to 10 percent of the proceeds of the lawsuit or a settlement if the court finds that the lawsuit was based mainly on disclosures from someone other than the individual who started the lawsuit which are connected to allegations in a criminal, civil or administrative hearing or in a legislative or administrative report, hearing audit or investigation from the news media.

Special Protections:

If an employer discharges, demotes, suspends, threatens, harasses or otherwise discriminates against one of its employees for filing a State False Claims Act lawsuit, the employee is entitled to all relief necessary

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| | to put the person in the position they were in before the discrimination. For example, the employee may be entitled to reinstatement to a position they would have had but for the discrimination or two times the amount of back pay. An employee may file another lawsuit to get the relief needed to make them whole. |
| Unacceptable Practices Under Medicaid | <p>New York State law makes knowingly submitting a false statement and claim a Class A misdemeanor under the New York State criminal law. New York law also lists certain prohibited practices for companies and individuals involved in providing benefits or services to Medicaid recipients. The unacceptable practices include, but are not limited to:</p> <ul style="list-style-type: none"> • Making false claims for medical care or services; • Making false statements relating to claims for payment for medical services or supplies; • Failing to disclose information about the right to payment; • Taking a medical assistance payment and using it for something other than medical assistance; • Taking bribes and kickbacks and inappropriate referrals; • Unacceptable recordkeeping practices; • Submitting claims or accepting payments for medical care, services or supplies offered by a person who is not qualified to participate in the Medicaid program; • Receiving additional payments for services or supplies for which a Medicaid claim has been made; • Deceiving a Medicaid recipient in any way; • Furnishing excessive medical care, services or supplies to a Medicaid recipient; • Any conspiracy to do any the activities listed above and • Unlawful discrimination against a Medicaid recipient. |
| Recovery of Overpayments in the Medicaid Program | <p>The New York State Department of Health (“DOH”) is authorized to recover fraudulent overpayments, unauthorized payments and otherwise inappropriate payments made in connection with Medicaid. In some cases, the DOH is authorized to recover the amount of the overpayment and impose a monetary penalty, while in other cases the DOH may only require either the overpayment or impose a penalty. When the DOH recovers overpayments, it may only recover the amount of the claim. If the DOH imposes a penalty the penalty cannot exceed \$10,000. Although, this \$10,000 limit can increase to \$30,000 in cases where the DOH has penalized the same individual during the previous five-year time frame.</p> |
| Fraud Against Health Plan | <p>New York State criminal law contains specific provisions about fraud against health plans. To be guilty of health care fraud against a health plan, a person must do the following:</p> |

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| | <ul style="list-style-type: none"> • Act with intent to defraud a health plan; • Knowingly and willfully provide materially false information or omit information to request payments from a health plan for a health care item or service and • Actually receive a payment they or another person is not entitled to receive. <p>If a person's actions satisfy those three elements, the person can be found guilty of health care fraud in the 5th degree. Health care fraud in the 5th degree is a Class A Misdemeanor. There are four other levels of health care fraud which increase in severity based on the commission of health care fraud in the 5th degree plus the amount of money the person receives from the health plan because of the fraud. The other levels of health care fraud (“HCF”) against a New York health plan are listed below:</p> <ul style="list-style-type: none"> • 5th degree HCF + receipt of \$3,000 from the health plan = HCF in the 4th Degree • 5th degree HCF + receipt of more than \$10,000 from the health plan = HCF in the 3rd Degree • 5th degree HCF + receipt of more than \$50,000 from the health plan = HCF in the 2nd Degree • 5th degree HCF + receipt of more than \$1,000,000 from the health plan = HCF in the 1st Degree |
| <p>New York Whistleblower Protections</p> | <p>New York law prevents an employer from retaliating against or intimidating any employee for disclosing or threatening to disclose to a supervisor or a public body any activity, policy or practice of the employer that violates a law and presents a substantial and specific danger to public health or safety or which constitutes health care fraud.</p> <p>Whistleblower protections apply if the workforce member has brought the issue to the attention of their supervisor, Human Resources or Compliance and has given the employer a reasonable opportunity to correct the activity, policy, or practice. However, a workforce member’s good faith effort to notify the company is not required if there is:</p> <ul style="list-style-type: none"> • imminent and/or serious danger to the public health or safety; • the workforce member reasonably believes reporting would result in a destruction of evidence or other concealment of the activity, policy, or practice; • such activity, policy or practice could reasonably be expected to lead to endangering the welfare of a minor; • the workforce member reasonably believes that reporting would result in physical harm to themselves or any other person; or • The workforce member reasonably believes the company is |

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| | <p>already aware of the activity, policy or practice and will not correct such activity, policy, or practice</p> <p><i>Remedies for the Employee:</i></p> <p>An employee who was retaliated against by an employer in violation of the New York Labor Law Section 740 and 741 may bring a civil lawsuit in a New York State court against their employer within two years after the alleged retaliatory conduct. If the employee wins the lawsuit, a court may require any or all of the following actions by the employer: (1) stop the alleged violation of law, policy or practice; (2) reinstate the employee to their prior employment position an equivalent position or front pay in lieu thereof; (3) reinstate the employee's benefits and seniority rights; (4) offer the employee full compensation for lost wages, benefits and other remunerations; (5) pay the employee's reasonable costs, disbursements, and attorney's fees. (6) pay a civil money penalty of an amount not to exceed \$10,000; and, or (7) the payment by the employer of punitive damages, if the violation was willful, malicious or wanton.</p> |
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Legal References:

Deficit Reduction Act of 2005, Employee Education about False Claims Recovery, 120 Stat. 4 (2006) (codified as 42 U.S.C. §1396a(a)(68) (2006), 31 U.S.C. §3729 et. seq., 28 C.F.R. §85.3, 31 U.S.C. §3801 et. seq., 42 C.F.R. §423.504(B)(4)(vi)(H) (Medicare Part D Prescription Drug Benefit Regulations), 42 C.F.R. §1001.952, et. seq., 42 U.S.C. §1320a-7, 1320a-7a, 1320a-7b(b), 42 C.F.R. §1001.952 et. seq., Fraud Enforcement and Recovery Act of 2009, Pub. L. No. 111-21, §4, 123 stat. 1617 (2009) (codified as 31 U.S.C. §§3729, 3730(h), 3732(c), 3733 (2009)) and Patient Protection and Affordable Care Act of 2010, Pub. L. No. 111-148, §§6402, 6408 and 10606, 124 Stat. 119 (2010) (codified as 42 U.S.C. §1320a-7k(d), 42 U.S.C. §1320a-7(b)(16)(g) and (h), 42 U.S.C. §1320a-7a(a)(8) and (9), (i)(6)(F)- (I), 18 U.S.C. §1347(b), 48 C.F.R. §52.203-13(b)(3).

New York State Finance Law §187-194, New York Social Services Law §366-b and 145-b(4), 18 NYCRR §515.2, New York Penal Law §177.00 – 177.30, New York Labor Law §740 and §741.

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EXHIBIT II

Privacy Laws and Consumer Rights and Protections

The company has a comprehensive privacy program designed to protect member PHI and PII while ensuring compliance with required federal and state laws.

The list provided below contains important information for you about federal and state privacy protection laws. This list may not be comprehensive and is subject to change.

Additional information about these laws can be obtained by contacting the Information Risk Office.

Federal Laws

- 45 CFR Part 164 (HIPAA Privacy and Security)
 - Outlines permitted uses and disclosures of PHI
 - Sets safeguards for creation, reception, maintenance, and transmission of PHI
- HITECH Act of 2009
 - Notification rules for unauthorized disclosures.
- Genetic Information Nondiscrimination Act of 2008 (GINA)
 - Special protections for genetic testing data
- 42 CFR Part 2 (Substance Abuse)
 - Special protections for substance abuse (i.e. drug, alcohol) data
- CMS 9115-F (CMS Interoperability)
 - Patient rights afforded under certain plan types for information exchange to apps

State Laws

- Article 27F of NY Public Health Law (HIV/AIDS)
 - Special protections for HIV/AIDS data
- NY Mental Hygiene Law
 - Special protections for mental-health related data
- NY DFS Cybersecurity Regulation (23 NYCRR 500)
 - Reporting obligations for cybersecurity breaches
- Article 39-F of NYS General Business Law (amended by NYS Shield Act of 2019)
 - Reporting obligations for unauthorized use and disclosure of data of NYS residents
- NY Public Health Law §2306
 - Protects confidentiality of STD data
- NY General Business Law Article 26, Section 394-E
 - Protects confidentiality of abortion data
- NY Civil Rights law 79-L
 - Protects confidentiality of genetic testing results

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