



ASSOCIATE HANDBOOK



KLEINMAN



FISCHER



CREIGHTON



BALTERA



GREENBERG



KAPLAN



MERRELL



KNOX



CROSBY



PECK



HOYER

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1.800.888.HAND

VISION STATEMENT

Indiana Hand to Shoulder Center delivers the highest quality patient care, the most respected post-graduate upper extremity training, and a work environment that provides satisfaction, pride and promotes excellence for its members.

MISSION STATEMENT

Indiana Hand to Shoulder Center is the premier provider, educator and innovator in the prevention and treatment of upper extremity disorders. We represent Indiana Hand to Shoulder Center worldwide to serve patients, referral physicians and physicians in training. We strive to improve the quality of life for our patients and employees.

TABLE OF CONTENTS

I. INTRODUCTION	Page
Introduction	5
Welcome	6
Our History and Who We Are	7
Open Door Policy	8
II. EMPLOYMENT POLICIES & PRACTICES	
Policy of Equal Employment Opportunity & Non Discrimination	9
Employment Application/Resumes	12
Employment of Relatives.....	12
Introductory Period	13
Employment Status	13
PRN Employment.....	14
Outside Employment	14
Computer, Internal E-Mail & Internet Policy.....	15
Use of Blogs.....	16
Cell Phone Policy.....	17
Breaks, Meetings and Job Coverage	18
Distribution and Solicitation	18
Customer Service	19
Telephone Courtesy.....	19
Personal Visitors.....	20
Personal Phone	20
Personal Use of Equipment & Postage	20
Company Dress Code.....	21
Confidentiality	22
Resignation	24
III. PERFORMANCE AND DISCIPLINE	
Performance Evaluations	25
Transfer Policy.....	25
Unsatisfactory Performance & Discipline Policy.....	26
IV. TIME AND ATTENDANCE	
Time and Attendance Policy	28
V. COMPENSATION AND RECORDKEEPING	
Compensation Program.....	29
Overtime	29
Payroll Processing.....	30
Timekeeping Instructions	30
Personnel Files & Personnel Data Changes.....	31
Use of Personal Vehicles & Expense Reimbursement Policy	31
VI. ASSOCIATE HEALTH & SAFETY/CARE OF EQUIPMENT	
Universal Precautions and Patients' Rights	33
Policy on Occupational Exposure to Blood borne Pathogens.....	34
Fitness for Duty Policy.....	35
Employee Accident/ Incident Reporting	36
Personal Illness/Injury.....	36
Americans with Disabilities Act (ADA)	37
Drug & Alcohol Policy.....	38
Smoke Free Workplace.....	39
Violence in the Workplace.....	40

TABLE OF CONTENTS
(continued)

VII. BENEFITS	Page
Health Insurance	41
Dental/Vision Insurance	41
Life Insurance	41
Accidental Death and Dismemberment Insurance (AD&D).....	41
Salary Continuation	41
Long Term Disability (LTD).....	41
Flexible Spending Account/Section 125 Plan.....	41
401(k) and Pension Plan	41
Holiday Pay	42
Workers Compensation Insurance	42
Paid Time Off Policy	42
Personal Day	44
 VII. LEAVES OF ABSENCE	
Family & Medical Leave Policy	45
Medical Leave	47
Jury Duty	47
Bereavement Leave	47
Military Leave	48
 IX. ASSOCIATE SERVICES	
Parking.....	51
Bulletin Boards.....	51
Associate Lounge.....	51
Associate Suggestions.....	51
Associate Events	51
Recognition	51
Personal Computer Purchase Program.....	52
 X. APPENDIXES	
G. Continuation of Coverage	53

SECTION I

Contains general guidelines

- IHTSC may change, delete, or add policies at any time
- Not a contract of employment

INTRODUCTION

It is not possible for this Associate Handbook to cover each and every aspect of employment. The policies, procedures and benefits described in this Handbook are summary descriptions and are not intended to be all encompassing or applicable in every situation. This handbook is for general reference only.

Hand Surgery Associates of Indiana, Inc., known as Indiana Hand to Shoulder Center (hereinafter the "Hand Center," "IHTSC," dba the Hand Rehabilitation Center of Indiana, the "Surgery Center" or the "Practice") retains the right to modify, change, suspend, or cancel all or any part of the policies, procedures and programs contained in this handbook. When changes are made or new policies are developed, they will be distributed to staff as soon as possible and they will take precedence over the contents of this handbook.

In addition, this Handbook and the provisions contained in it are not intended to create a contract of employment between the Practice and any individual. Employment with IHTSC can be terminated with or without cause, and with or without notice, at any time at the option of either the Practice or the Associate. No manager or representative of IHTSC, other than the Managing Partner or the Managing Partner's appointed designee, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to this disclaimer, and then only if the agreement is expressly set forth in a written document and signed by the Associate and Managing Partner/appointed designee.

WELCOME

People, whether they are the patients we serve or our associates, are the cornerstone of our Practice. Our belief in this concept is clearly illustrated in our policies and working relationships.

Our business is to serve our patients, and we believe that requires staff who wants to help others. Every occasion for patient contact is an opportunity to reinforce our organization's reputation as a Center of Excellence. The extent to which we can improve patient satisfaction through maintaining a high level of courtesy, teamwork and technical competence determines our success as an organization.

We expect all associates to approach their jobs with a sense of individual responsibility and to treat one another with courtesy and respect. All of us are invited to use our ingenuity and intelligence to make a difference within our Practice. Great attitudes are an important part of our success.

We hope that new associates and existing staff members will find this handbook useful. The Associate Handbook outlines our basic procedures, practices, and benefits. It provides information to all associates of the high expectations and professionalism required of each staff member. In addition, your immediate supervisor is always a good source of information and will discuss departmental guidelines with you.

We wish you the best of luck in your position and would like to welcome you to Indiana Hand to Shoulder Center team!

Robert M. Baltera, M.D.
Managing Partner

OUR BEGINNINGS AND WHO WE ARE

Indiana Hand to Shoulder Center, founded in 1971, plays a far greater role than that which is implied by its name. The center was developed not only to care for injuries and/or disorders affecting the hand, but also to facilitate the treatment and rehabilitation of the entire upper extremity including the wrist, forearm, elbow and shoulder.

Indiana Hand to Shoulder Center treats patients from throughout the country through satellite offices throughout the state, in addition to the main office in Indianapolis. The physicians are on staff at most major hospitals in Central Indiana.

Indiana Hand to Shoulder Center also has an extensive post-graduate training program for fellows. A year-long Accredited Fellowship program is awarded to seven orthopedic surgeons each year. Throughout its history, Indiana Hand to Shoulder Center has trained more than one hundred and sixty hand surgeons.

As pioneers in treatment of the upper extremity, Indiana Hand to Shoulder Center surgeons have also developed innovative surgical techniques and equipment used by hand surgeons throughout the world. The physicians also participate in national and international conferences, sharing their experiences and knowledge with other surgeons.

Rehabilitation is provided by The Hand Rehabilitation Center of Indiana. Therapists across the country look to the leadership of our Certified Hand Therapists for their expertise and guidance in all aspects of upper extremity rehabilitation. In addition, the therapists are leaders in teaching and continuing education in the area of hand rehabilitation. Over 3000 patients receive rehabilitation services through The Hand Rehabilitation Center of Indiana each month.

Indiana Hand to Shoulder Center's main office is located on 2 acres on the north side of Indianapolis, directly across from St. Vincent Hospital. The two story, 41,000 square foot building, houses 18 exam rooms, x-ray facilities, and The Hand Rehabilitation Center.

In total, there are approximately 115 full-time equivalents of associates of Indiana Hand to Shoulder Center and their affiliated practices.

- *Share your concerns*
- *See your Supervisor and/or Human Resources*

OPEN DOOR POLICY

We believe that an atmosphere which fosters open communication is a plan for success. By working together, we can establish and maintain a healthy, positive and productive organization that will continue to set us apart as a leader in healthcare services.

Consistent with those goals, Indiana Hand to Shoulder Center strongly endorses an open door policy. We encourage you to bring any question, recommendation or comment to your supervisor, to a representative of Human Resources, or to any member of management. The management team will listen, explore suggestions, review complaints, and make every effort to provide a timely response.

Indiana Hand to Shoulder Center also is concerned with any situation affecting the employment relationship. The Practice is committed to correcting any condition or situation that may cause unfairness or misunderstanding. Therefore, the Practice has provided an orderly procedure for an associate to voice an opinion, discuss a problem, and be given the right to be heard without prejudice.

If an associate has a problem, complaint, or issue, the associate should discuss it with his or her immediate supervisor as soon as possible. If the issue still is not satisfactorily resolved, the associate may then discuss it with the Human Resources.

In the event that the above steps have been followed and the issue has not been satisfactorily resolved, the associate may discuss the situation with the Managing Partner and Executive Board for a final resolution. Human Resources will assist the associate (if requested) in the presentation of the issue to the Managing Partner.

SECTION II

EMPLOYMENT POLICIES & PRACTICES

POLICY OF EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION

Discrimination and Harassment are not tolerated!

- ***Report immediately to Supervisor and HR***
- ***Ask offender to stop***
- ***Retaliation not acceptable***

Indiana Hand to Shoulder Center is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Employment decisions will comply with all applicable federal and state laws prohibiting discrimination in employment. It is our philosophy in all employment practices to ensure equal employment opportunities without discrimination or harassment on the basis of race, color, sex, sexual orientation, religion, national origin, age, disability, marital status, veteran's status, citizenship, or any other characteristic protected by law.

Indiana Hand to Shoulder Center requires the reporting of all perceived incidents of discrimination or harassment. All such reports will be investigated. If the report has merit, disciplinary action, up to and including discharge, will be taken against the offender. Indiana Hand to Shoulder Center prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

DEFINITIONS OF HARASSMENT

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle or not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual

proress or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual manner.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (b) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace

WHO IS COVERED BY THIS POLICY?

These policies apply to all applicants and associates, whether related to conduct engaged in by fellow associates or someone not directly connected to Indiana Hand to Shoulder Center (i.e. an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business related social events.

HOW DO I REPORT AN INCIDENT OF HARASSMENT, DISCRIMINATION OR RETALIATION?

Indiana Hand to Shoulder Center requires the reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have been the victim of such conduct should discuss their concerns with their immediate supervisor, the Director of Operations or the Chief Operations Officer. See the Complaint Procedure described below. In addition, Indiana Hand to Shoulder Center encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Indiana Hand to Shoulder Center recognizes, however, that an individual may prefer to pursue the matter through a formal complaint procedure.

HOW DO I FILE A COMPLAINT PROCEDURE?

If any individual believes that he or she has been subject to conduct that is in violation of this policy, or if any individual witnesses conduct that the individual believes to be in violation of this policy, that individual must immediately **notify his/her immediate supervisor and Human Resources**. If the violation of this policy was committed by the individual's immediate supervisor and/or Human Resources, then the individual must report the violation to the next level of management, up to the Managing Partner.

The individual may also address the offender directly; however, doing so does not relieve the individual from the responsibility of reporting the incident or behavior as outlined above.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

HOW CONFIDENTIAL IS THIS PROCEDURE?

Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action.

WHAT IS RETALIATION?

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as Indiana Hand to Shoulder Center believes appropriate under the circumstances.

WHAT ARE MY RIGHTS TO APPEAL?

If a party to a complaint does not agree with its resolution, that party may appeal to Indiana Hand to Shoulder Center's Executive Board.

False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Indiana Hand to Shoulder Center has developed this policy to ensure that all its associates can work in an environment free from harassment, discrimination and retaliation. Indiana Hand to Shoulder Center will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any associate who has questions or concerns about these policies should talk with Human Resources or the Chief Operating Officer. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of Indiana Hand to Shoulder Center prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

➤ *Personal relationships not allowed between supervisor and employee*

FRATERNIZATION/PERSONAL RELATIONSHIP POLICY

A personal relationship between a supervisor and an employee whom he or she supervises can cause workplace conflicts, issues of real or perceived favoritism, claims of sexual harassment, and problems of employee morale. In addition, conflicts in a personal relationship may carry over and adversely affect work relationships. Accordingly, Indiana Hand to Shoulder Center ("IHTSC") has adopted the following personal relationship policy.

1. "Personal relationship" means a romantic or physical relationship, including dating, living together, or becoming engaged or married.
2. For purposes of this policy, an employee is a "supervisor" of another if he or she (a) assigns or directs the other's work, (b) is involved in decisions affecting the other's employment,

including decisions affecting evaluation, compensation, and promotion, or (c) is in the line of supervisors who have those responsibilities. A partner in IHTSC may become involved in decisions affecting the employment of every employee below the partner level and is, for purposes of this policy, deemed to be a supervisor of each such employee.

3. It is the policy of IHTSC not to employ or continue to employ two employees who are involved in a personal relationship and whose positions make one of those employees the supervisor of the other.
4. To avoid the potential problems described above, IHTSC strongly discourages supervisors from entering into personal relationships with employees they supervise.
5. If a supervisor is or becomes involved in a personal relationship with an employee whom he or she supervises, each person has the responsibility to report it promptly to their supervisor who, in turn, should report it to the COO.
6. IHTSC will evaluate whether it can, consistent with its business needs, make changes in the assignment of one or both of the employees involved in order to comply with the policy stated in paragraph 3. If reassignment is not in IHTSC's best interest, then one person, or both, will be asked to leave IHTSC.
7. If it is necessary to reassign one of the employees or ask one, or both, of the employees to leave IHTSC, the following information, among other things, will be considered: (a) staffing in affected areas, (b) recommendations of affected managers, (c) short-term and long-term effects on IHTSC, (d) seniority, job knowledge, skills, difficulty of replacement of each employee, and (e) views of the individuals involved. Ultimately, the decision will be made based on the best interest of IHTSC.

EMPLOYMENT APPLICATIONS / RESUMES

It is expected that employment applications and resumes are presented as accurate.

Information submitted by the applicant pertaining to employment must be true and factually correct and if at any time it is discovered otherwise, the applicant will not be considered for employment. Business and/or personal references will be checked prior to employment. If already employed and information is determined to be false, associate may be terminated at the discretion of management.

EMPLOYMENT OF RELATIVES

Working in the same department is determined on a case by case basis.

In no instance will a direct reporting relationship be allowed to exist between relatives.

- *First 90 days critical*
- *Indiana is an at-will state, before or after 90 days*
- *See PTO policy and absences*

INTRODUCTORY PERIOD

The first 90 calendar days of your employment with Indiana Hand to Shoulder Center is an evaluation period to assure you can perform your position satisfactorily. You are encouraged to ask any questions necessary during this period to determine your interest in continued employment. Your supervisor will be evaluating your skills, abilities and work ethic. The supervisor may extend this period of time if necessary, or the supervisor may decide not to continue your employment. (***See PTO policy for guidelines regarding PTO accrual in the first 90 days***).

Two or more unscheduled absences during this introductory period could lead to disciplinary action and/or immediate termination.

If, after successful completion of the Introductory Period, you and your supervisor ascertain that continued employment is mutually beneficial, you will attain regular employment status.

The 90 day adjustment period also applies to the first 90 days after you have transferred to another position within IHTSC, or if you are a rehire with a break in service of more than six (6) weeks.

Employment at IHTSC is for an indefinite period of time and is terminable by either the associate or the Hand Center, with or without cause.

EMPLOYMENT STATUS

FULL TIME - A full time associate has satisfactorily completed the introductory period and is regularly scheduled to work 40 hours per week.

PART-TIME - A part time associate has satisfactorily completed the introductory period and is regularly scheduled to work less than 40 hours per week.

TEMPORARY - A temporary associate is hired to temporarily supplement the work force, or to assist in the completion of a specific project. Temporary associates maintain that status until notified of a change and are ineligible for benefits. Participation in benefits programs for temporary associates is limited to eligibility for worker's compensation.

NON-EXEMPT - Associates who are covered by the overtime pay and minimum wage provisions of the Fair Labor Standards Act.

EXEMPT - Associates who are exempt from the overtime pay and minimum wage requirements of the Fair Labor Standards Act.

PRN - An associate not scheduled to work any given amount of time. Has the right to refuse a call to come to work. If associate has worked less than 40 hours in a three month period, the association will be terminated. PRN associates are not eligible for benefits. (See entire PRN policy below).

ALL associates, regardless of status, are subject to all Practice rules and procedures.

PRN Employment

A non-exempt associate not regularly scheduled to work any given amount of time is termed "PRN", or an "as needed" associate. If the associate has worked less than 40 hours in a three month period, the association will be terminated. PRN associates are not eligible for benefits.

If a full time or part time associate chooses to leave employment with Indiana Hand to Shoulder Center, but remain on the record as a "PRN" associate, then all benefits and rights associated with employment will be terminated. **All accrued PTO will be paid out on the pay period following the last day of regular employment as a full-time or part time associate (provided a minimum of a two week notice is given and completed).**

If, within six weeks of changing to the PRN category, the PRN associate returns to an available part time or full time position; then the associate will maintain their original hire date for purposes of benefits and service. There is no guarantee of the same duties or shift, and this is not a guarantee of re-employment.

An associate may request a change to PRN status at the end on FMLA leave when leaving full time or part time employment, but there is no guarantee that the change will be granted, or that there will be a position available within six weeks after the end of the leave.

If, the PRN associate returns to a regular part time or full time position after the end of the six week period, he/she will be considered to be a re-hire as of that date, with a new date of hire. PTO accrual will begin at a new-hire level and all other waiting periods for benefits will apply (with the exception of 401(k) if the associate had been employed previously for greater than one year).

OUTSIDE EMPLOYMENT

Outside employment is permitted provided it does not divide or appear to divide an associate's business loyalty or reduce her/his ability to perform assigned duties in the Practice. Outside employment must be discontinued if it has an adverse effect on an associate's work performance, is competitive with IHTSC, or is a conflict of interest. An associate's regular work schedule may not be modified in order to accommodate outside employment. Your immediate supervisor must be notified as soon as you acquire outside employment. Failure to notify your supervisor of outside employment is grounds for disciplinary action up to and including discharge.

- *Computers, computer files, e-mail, software, etc. are ALL property of IHTSC*
- *IHTSC reserves the right to monitor all electronic devices*

COMPUTER, INTERNAL E-MAIL AND INTERNET POLICY

Computers, computer files, the internal E-mail system, and software furnished to associates are all property of IHTSC and are intended for business use. IHTSC purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, IHTSC does not have the right to reproduce such software. Associates may only use software on the local area network or on multiple machines according to the applicable software license agreement. IHTSC prohibits the illegal duplication of software and its related documentation.

E-MAIL:

i.e. electronic communication, can be defined as memos or short letters. These can be forwarded to others and sometimes printed on paper. **E-mail is not confidential and is the private property of the Practice.** Associates of IHTSC are encouraged to use Outlook e-mail, calendaring and tasks to increase the efficiency of internal business-related communications. E-mail's primary function is to be used as a professional business tool.

The management of IHTSC reserves the right to review associates' e-mail when the need arises, including but not limited to, the purpose of investigation of misconduct, locating information, and/or any other business purposes.

To eliminate any misunderstanding or misuse of the Practice's e-mail system, the following is the internal e-mail policy:

E-mail is a written means of communication. Do not transmit anything in an e-mail message that you would not be comfortable writing in a letter or memorandum.

- IHTSC owns all e-mail messages and reserves the right to monitor e-mail messages and disclose them to others.
- Use of the system to send offensive messages, such as racial or sexual slurs, are prohibited. The display or transmission of sexually explicit images, messages, and cartoons is also prohibited.
- Use of the system to solicit business for non-Practice-related ventures, to leak confidential or privileged information, or to promote personal, political or religious causes is prohibited.
- Deleting an e-mail message does not guarantee that it has been erased from the system. We retain backup copies of all documents, including e-mail correspondence, produced on our firm's computer system.

INTERNET:

IHTSC reserves the right to monitor and audit all e-mail and internet activity conducted by associates.

Associates are prohibited from making on-line statements about IHTSC, its position on any issue or a competitor without the prior consent of Management (Facebook, Twitter, Pinterest Blogs, etc).

- Associates are prohibited from transmitting unencrypted confidential information (please refer to the full policy "E-Mail Policy and Confidentiality" under the "Confidentiality" heading in this Section.)
- Downloading software and/or programs is not allowed without prior discussion with and approval of the IT Director.

- All files and/or documents from the Internet must be scanned for viruses before downloading to the Practice's local area network or an individual's hard drive at his or her workstation.
- As with the internal e-mail, use of the Internet to send offensive messages, such as racial or sexual slurs is prohibited. The display or transmission of sexually explicit images, messages and cartoons is prohibited.
- The personal use of Ipad/tablets is not permitted during work hours.

Excessive use of email and/or internet surfing could result in discipline up to and including termination.

➤ *Blogging on company time or using company property is prohibited.*

Use of Blogs

Blogs are interactive online “journals” that allow for the composing and posting of informal comments and opinions on any variety of subjects. The blog sites allow for responses and feedback from other participants.

The use of blogs on company time is strictly prohibited.

If participating in a blog, the following is prohibited:

- to disclose any information – including printed or visual material – that is confidential and/or proprietary to Indiana Hand to Shoulder Center, or any third party that has disclosed information to us (e.g. clients, journalists, suppliers, etc.);
- to blog in any way that provides harm to the practice's reputation;
- to make a statement violating Indiana Hand to Shoulder Center Harassment or Discrimination Policy, including, but not limited to, posting material that is obscene, profane, libelous, threatening, harassing, abusive, hateful or embarrassing to another person or entity, or comments regarding Indiana Hand to Shoulder Center, employees, patients, or competitors;
- To disclose confidential personnel information or any information prohibited by our Confidentiality and HIPAA Policies regarding employees or patients of Indiana Hand to Shoulder Center (in accordance with Indiana Hand to Shoulder Center's HIPAA Privacy and Security Policies).

Any statements referring to the policies and procedures of Indiana Hand to Shoulder Center must be declared to be your own opinion and not that of the practice.

Violation of any of the above mentioned items may subject you to disciplinary action, up to and including termination.

- *Cell phones are not to be used on company time for personal calls*

Cellular Phone Policy

This policy outlines the use of personal cell phones at work, the personal use of business cell phones and the safe use of cell phones by employees while driving

Personal Cell Phones

- The Practice will not be liable for the loss of a personal cellular phone brought into the workplace.
- Not to be used for personal calls on company time.
- Use of cell phones is not allowed for recording purposes.
- Use of camera phones to take pictures is not allowed in the workplace.

Company Provided Cell Phones

- Number will be published on associate phone list.
- Must protect equipment from loss, damage or theft.
- Not to be used for personal calls on company time.
- When leaving employment, phone must be presented back to the employer in good working condition within 24 hours of termination.
- Any outstanding personal charges may be subject to legal action for recovery of loss.

Driving While Using Company Provided Cell Phones or Using Personal Cell Phones For Company Related Issues

Employees must adhere to all federal, state, or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulations or other ordinances. If you are not sure whether the use of a cell phone while driving is prohibitive in a particular area, please check with the Human Resources Department.

Employees utilizing company provided cell phones or personal cell phones for company related business are required to adhere to the following:

- Refrain from using phone while driving
- Strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call.
- If acceptance of a call is unavoidable and pulling over is not an option, employees are required to:
 - Use hands free device
 - Keep calls as short as possible
 - Become familiar with phone safety features (such as automated dialing)
 - Not make or receive calls in inclement weather or heavy traffic
 - Keep eyes on road
 - Not discuss emotional or complicated issues

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

Violations of this policy will be subject to the highest forms of discipline, up to and including termination

- *Lunch breaks are to be taken*
- *Morning or afternoon breaks are not guaranteed*
- *Lunches are to be staggered for coverage as needed*

BREAKS, MEETINGS AND JOB COVERAGE

It is the practice of Indiana Hand to Shoulder Center to establish lunch breaks as deemed by the workload and the patient flow. In order to efficiently manage personnel resources and provide the highest possible service to our patients, lunch breaks will be staggered. The normal lunch break is one unpaid hour (a minimum of 30 minutes should be taken) if you work a shift of six hours or more. *Check with your supervisor as to the protocol for lunch breaks in your area.* A minimum of 30 minutes should be taken for each lunch break. Lunch breaks should be taken in the associate lounge or outside of the Practice. Eating lunch in the work area is not permitted. Please inform your manager/supervisor when leaving the building. Not clocking in and out for lunch on a regular basis can result in disciplinary action.

Job coverage is important in any organization. Being punctual indicates your job interest. Late arrival or early departure, without being properly arranged, may disrupt service to patients, physicians, or others who depend on you to be available during your regularly scheduled shift.

DISTRIBUTION AND SOLICITATION

Distribution and solicitation activities are considered an interference with work as well as potentially distracting to other staff members. To avoid disruption of business activity, IHTSC prohibits solicitation, distribution, or posting of non-approved, non-Hand Center materials, goods, or services by or between associates during working time while on Practice premises. It is prohibited to utilize e-mail at any time for solicitation purposes. All associate postings must be dated for removal within a two week calendar period. Non-associates may not solicit, canvass, or distribute materials or literature for any purpose within the Practice's buildings or on company property.

- *World Class Customer Service is Expected!*
- *Every one of us is responsible for the successful completion of every aspect of the patient encounter*

CUSTOMER SERVICE

The utmost courtesy and respect are expected standards in behavior by all associates of Indiana Hand to Shoulder Center. Whether dealing with internal customers (co-workers in our department and/or other departments), or external customers (patients, family members, case managers, referring physicians, vendors, etc.), all interactions are to be handled as quickly and efficiently as possible in a professional manner.

- Patients are to be greeted with smiling faces and direct eye contact
- Our environment is to be kept neat and clean
- Communication and follow-through are key
- Return phone calls in a timely manner (following your departmental guidelines)

We ask that you demonstrate compassion, friendliness, and genuine interest in patient well-being. Personal issues are to be kept personal, and are not to be shared with patients or co-workers during working hours. Our expectations include taking responsibility, exhibiting personal integrity, a positive “can-do” attitude, and teamwork.

- *Identify yourself*
- *Actively listen*
- *Treat patients and co-workers as you would be treated*

TELEPHONE COURTESY

A large majority of our work is done over the telephone. It is imperative that accurate, understandable messages be taken. Also, our phone conversations are many times the first and only contact the public has with our organization. Therefore, a courteous, pleasant attitude will best represent our professional image.

- Answer phone promptly;
- Identify yourself and when possible, your department;
- Speak in a pleasant tone of voice;
- Learn to listen actively and without interrupting;
- Before transferring calls, make every effort to assist your caller, and don't transfer to a voicemail if at all possible;
- Change voice mail or forward line to a co-worker as necessary when you are not available;
- Stay calm and diplomatic when handling rude or impatient callers

Due to a large volume of incoming calls, it may be necessary to put some callers on hold in order to answer other calls. However, you should always allow the caller to identify himself and the nature of the call before placing them on hold.

Show courtesy and respect when talking on the telephone whether it is to a patient or co-worker. Never allow feelings of annoyance, uncertainty, or frustration to be communicated through your voice. Develop a total picture of yourself on the telephone. Smile with your voice. Hanging up on a caller, slamming down receivers, hurried attempts to find paper/documents, and slang words such as "yeah," "OK," "uh, huh," and "hang/hold on" are inappropriate. Always remember you are a representative of IHTSC.

All telephone messages must be returned in less than 24 hours. Some messages must be returned immediately. Each department will have specific standards which must be met to achieve the highest quality of customer service.

PERSONAL VISITORS

Staff members who wish to have non-work related visitors beyond the reception area must receive permission from their immediate supervisor. If an unauthorized individual is observed on IHTSC's premises, associates should immediately notify their supervisor or any other member of management, who will escort the individual to the office reception area or otherwise take appropriate measures. Children of associates are not permitted to accompany parents to work during any scheduled work hours of the associate.

- *Personal calls should be made during break time or during lunch*
- *Long distance calls are prohibited*

PERSONAL PHONE CALLS

Telephones are available for the purpose of conducting company business. Therefore, personal telephone calls should be kept to a minimum and should be made during lunch or break time. Staff should not make personal, direct-dial, long distance calls on company lines. If it is absolutely necessary to make a personal long distance call, you will be expected to reimburse the Practice for the cost of the call. Detailed telephone billings are monitored monthly to identify non-business calls. Misuse of telephone services are subject to disciplinary action up to and including discharge.

PERSONAL USE OF EQUIPMENT AND POSTAGE

Personal use of IHTSC equipment is generally not permitted without supervisory approval, including but not limited to photocopies and supplies. Personal mail and UPS items should be placed in the mailroom along with your payment for such services.

➤ *Dress as a professional representative of The Indiana Hand Center*

COMPANY DRESS CODE

Acceptable:

- ◆ blouses, shirts & dresses that cover shoulders, chest & back
- ◆ IHTSC polo shirts
- ◆ dress slacks
- ◆ Capris (must fall mid-calf)
- ◆ skirts (must be knee length or below)
- ◆ neatly trimmed sideburns, mustaches & beards

Unacceptable:

- ◆ t-shirts (short sleeved, casual with writing)
- ◆ denim pants or shorts (any color)
- ◆ Cargo pants
- ◆ spandex slacks
- ◆ exercise pants/sweats
- ◆ excessively tight apparel
- ◆ poor hygiene
- ◆ low cut tops
- ◆ sleeveless tops
- ◆ flip flops
- ◆ Non IHTSC logo jackets (i.e., fleece, windbreakers that are not IHTSC)
- ◆ Visible tattoos
- ◆ Visible piercings (other than ears)
- ◆ Ear gauges
- ◆ Hats
- ◆ Scarves (for those in scrubs)

It is the policy of the Practice that each associate's dress, grooming, and personal hygiene should be appropriate to the work situation. Associates are expected at all times to present a **professional, business-like image** to customers, prospects, and the public.

Staff members in clinical areas are expected to wear scrubs with an optional white lab coat. This includes the following departments: **Clinical nurses, medical assistants, front desk – clinic and HRC, surgery scheduling, radiologic techs, and satellite front desk associates.**

A white, gray, or black solid colored shirt can be worn underneath the scrubs.

Associates that are required to wear lab coats shall be provided with a maximum of two (2) lab coats per year, paid for by the Practice. It is the responsibility of the associate to have the lab coat laundered and kept in a neat condition.

Name tags are provided for all associates and are expected to be worn at all times.

Friday is **BUSINESS** casual day for those associates not required to wear scrubs. Hole-free, clean blue jeans are allowed. During events and/or holidays, appropriate festive clothing can be worn when approved by HR and/or management. Inappropriate or offensive sayings/graphics will not be allowed. Tennis shoes are acceptable and must be in good condition. If leggings are worn, your shirt **MUST** fall mid-thigh.

Any associate who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. You may be asked to return home and change if attire is questionable. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will cause associate to be subject to the Practice's Progressive Disciplinary Procedure.

The list above is not inclusive. Management reserves the right to cite other attire infractions not specifically listed above.

CONFIDENTIALITY

OFFICE CONFIDENTIALITY - At times, you may have access to personal information that should, under no circumstances, be discussed with anyone in or out of the office. This includes, but is not limited to, personal information regarding other associates or salary information. If these are discussed with you by a supervisor or physician, they should not be discussed with anyone else.

PATIENT CONFIDENTIALITY - HIPAA protocol should be followed in providing information to a patient or family member of the patient, after first confirming through demographics or other personal information as to the identification of the person with whom you are speaking. Any calls from the press, TV or radio, should be referred at once to the COO.

Inappropriate disclosure of confidential or PHI (whether patient or office related) to anyone could result in disciplinary action up to and including termination. If you have any questions concerning the serious matter of confidentiality, feel free to discuss these issues immediately with your supervisor, a member of Management, or the HIPAA Privacy Officer.

HIPAA

You will be trained on and be expected to comply with the Federal HIPAA Regulations. Any questions or concerns regarding the HIPAA Regulations should be directed to the HIPAA Privacy Officer. Violations of the HIPAA regulations will result in discipline up to and including termination.

- * Patient information given by phone should be pursuant to department policy. Any calls from the press, TV, radio, etc. should be referred to the COO.
- * All written requests for releases of patient information should be referred to the Medical Records Release of Information Clerk who will verify the patient's authorized signature release and will prepare the necessary information.

Some key points of the HIPAA Policies and Procedures are listed below. For further information, please refer to the documentation received in your HIPAA orientation training.

Security:

- Use your own password and ID to log in at all times
- Always log off when leaving computer (i.e. lunch, breaks, end of day, etc.)
- Transportation of charts must follow IHTSC protocol
- Safeguard mobile devices (PDA's, laptops, cell phones, etc.) to prevent loss of any confidential or PHI

Privacy:

- Never discuss any information regarding the treating or collecting of payment

Chart Transportation

- Should occur only when absolutely necessary
- Should be kept out of sight in locked vehicle
- Must be logged in and out any time a chart is removed from an IHTSC location

E-Mail Policy and Confidentiality

E-mail that is currently sent OUTSIDE of our network (hospitals, outside colleagues, etc.) is not “secure” unless our encryption software is utilized. You can e-mail from department to department or employee to employee without encrypting, as long as it is within our Intranet (it will then be INSIDE our firewall). Any e-mail sent to an address that does not end in “@lhtsc.com”, must first be encrypted.

Please remember that “ePHI” includes account #'s, names, social security #'s, phone #'s, addresses, etc.—anything that can identify the patient(s) as a patient of Indiana Hand to Shoulder Center. Any questions regarding what constitutes ePHI should be directed to the HIPAA Privacy/Security Officer at 317-471-4451.

- *Completion of 2 week notice is required for payout of PTO balance (if over 90 days)*
- *Benefits terminate the last day worked*

RESIGNATION or TERMINATION OF EMPLOYMENT

An associate who is considering resignation should discuss the situation with her/his supervisor before making the final decision.

If a decision to resign has been made, a minimum of **two weeks' notice** should be provided to both your supervisor and Human Resources. Associates who fail to provide two weeks' notice will **forfeit** their right to receive accrued PTO benefits. Except under extraordinary circumstances, **associates are not allowed to utilize PTO during this two (2) week period**. The notice is for a full two weeks (i.e. if notice is given on a Wednesday, associate must work through and including a Wednesday).

Prior to the last day of work, the associate will be asked to: a) participate in an exit interview; and b) turn in his/her name tag, key tag, and any other Practice keys, and all other Practice property.

The effective date of the resignation will be the associate's last day worked. The associate's final paycheck will include any accrued paid time to which the associate may be entitled and which has not been forfeited. Health and dental/vision benefits terminate on the last day worked. Associates will be notified of their rights under COBRA for continuing coverage of their health insurance.

If the associate was a participant of the 401(k) and Pension Plan, they are allowed the opportunity to a) cash out all vested money (at a penalty if under age 59 ½); b) rollover to another qualified plan; or c) if your account balance is greater than \$5000, you may leave money in the account to continue to accrue interest.

As a normal course of business, letters of recommendation are not given upon termination/ resignation. Requests for reference information must be sent directly to Human Resources from prospective employers. It is the policy of IHTSC to release only dates of employment and position description.

SECTION III

PERFORMANCE AND DISCIPLINE

- *Performance Evaluations conducted annually*
- *Pay increases are dependent upon performance*

PERFORMANCE EVALUATIONS

The purpose of the performance evaluation is to assess past performance and future goals; including how your performance meets the Practice's objectives and expectations. Performance is reviewed on an annual basis. If questions arise, the associate is to review with the supervisor and Human Resources. At any time during the year, the associate may request feedback of the supervisor. Information derived from the performance review will be used to determine eligibility for pay increases.

- *6 months required before transferring*
- *Must be employee in good standing*

TRANSFER POLICY

IHTSC may, at its discretion, initiate or approve associate job transfers from one job to another or from one location to another.

Associates may request a voluntary job transfer. However, to be eligible for a voluntary transfer, associates must:

- meet the requirements of the new position;
- must have held their current position for at least 6 months (unless transfer is at direction of management);
- must have a satisfactory performance record;
- must have attendance record within acceptable guidelines; and
- must have no adverse disciplinary actions during the same time period.

Associate requests for transfer must be in writing to the department head of area requesting, with a copy of the request given to his/her current department head and Human Resources. The request should include reason for transfer, the department and specific position applying for, and qualifications the associate would bring to the requested job.

The candidate will be allowed time off with pay during the scheduled workday for job interviews related to the transfer.

Associates who want to initiate a transfer to another Practice facility will be handled the same as above, except that the associate must pay any travel expenses to the new location for job interviews.

Once the hiring department manager makes a decision concerning a current associate, the current department manager must be notified as soon as the associate has accepted the position. The associate must be moved within two (2) weeks of the position acceptance whenever possible. If the associate is receiving a pay increase as a result of the transfer, it will begin two (2) weeks after the offer is accepted. If not moved to the new department within two (2) weeks, the old department will be charged for any increase in pay until the transfer is completed.

An associate transferred to a job within the same salary range will continue to receive their existing rate of pay. An associate who transfers, at their own request, to a job in a lower salary range, will be paid at the lower rate commencing with the start of the new job.

- *The Indiana Hand to Shoulder Center is committed to providing constructive feedback to associates when needed*
- *When a performance issue arises, goals will be established and documented*
- *The failure to effectively meet established goals within an agreed-upon time may result in discharge*

UNSATISFACTORY PERFORMANCE & DISCIPLINARY POLICY

Based on common sense and good judgment, these rules are designed to protect your rights and the rights of other associates of Indiana Hand to Shoulder Center. When you have questions about what is appropriate, please ask your supervisor or Human Resources.

Indiana Hand to Shoulder Center reserves the right to take whatever disciplinary action it believes is appropriate under the circumstances. Although not required, Indiana Hand to Shoulder Center may use progressive discipline to correct staff performance or conduct-related problems. In doing so, we may use oral warnings, written warnings, suspensions and discharge as a means of correcting the problem. If you have successfully completed a probationary period, but revert to the problem that warranted the probation, you may be subject to termination without repeating the foregoing steps of disciplinary action.

The following list illustrates examples of the types of conduct that may result in discipline, up to and including discharge. However, ***this list does not include all possible grounds for disciplinary action:***

1. Excessive absenteeism or tardiness, or excessive lengths of lunch periods or breaks;
2. Poor work performance;
3. Insubordination or failure to follow instructions;
4. Horseplay, scuffling, or wasting time;
5. Excessive use of the telephone for personal calls;
6. Failure to wear prescribed uniform or apparel;
7. Attending to personal matters on company time;
8. Failure to properly record attendance (i.e. forgetting to clock in or out, having someone else clock you in/out);

9. Parking in unauthorized areas, except for loading and unloading purposes only;
10. Failure to properly notify supervisor of an absence;
11. Performing work other than company assignments during work hours without supervisory approval;
12. Immoral, unprofessional or disruptive behavior while on duty
13. Working unauthorized overtime;
14. Causing unsanitary, hazardous or unsafe working conditions, or failing to use or comply with safety precautions;
15. Smoking on Indiana Hand to Shoulder Center premises or grounds;
16. Fighting;
17. Use of loud, vulgar, profane and/or abusive language;
18. Neglect or failure to perform assigned duties;
19. Discourtesy to a patient, co-worker, or visitor;
20. Committing any act while off duty that would tend to discredit Indiana Hand to Shoulder Center;
21. Negative behavior affecting work performance or inability to support Practice goals and programs;
22. Unauthorized use of, or damage to, the property of Indiana Hand to Shoulder Center, including allowing someone else to use your key tag, system password, etc.;
23. Unauthorized distribution or release of confidential information, including personnel and business matters and information concerning a patient's care or condition;
24. Mistreatment of a patient, either physical or verbal;
25. Absent without notice;
26. Gambling;
27. Refusal to work, without an acceptable reason, when needed in times of emergency call-ins, disaster, patient emergency, etc.;
28. Failure to take action or knowingly committing work performance errors;
29. Walking off the job;
30. Physical abuse or assault of a staff member impacting Practice operations;
31. Any act of harassment specifically prohibited by IHTSC EEOC Policy and creating an offensive work environment.
32. Threatening, coercing, intimidating or interfering with associates, patients or visitors;
33. Theft, unauthorized removal of property, or misappropriation of funds;
34. Violating the Practice's Drug and Alcohol Policy;
35. Possession of weapons, firearms or explosives;
36. Falsification of personnel or other records, including, but not limited to, timecards, practice records and benefit forms;
37. Violation of any patient's, staff member (coworker, etc.) or physician's privacy;
38. Making or publishing false, vicious or malicious statements concerning Indiana Hand to Shoulder Center, any of its associates, or anyone using its services;
39. Willful, deliberate, or negligent acts, or conduct detrimental to patient care, Practice operation, or conduct which results in neglect or abuse of any patient;
40. Engaging in illegal activities affecting Practice operations;
41. Unauthorized solicitation of others or distribution of materials on Indiana Hand to Shoulder Center premises;
42. Failure to cooperate in an investigation of any work related rule violation; and
43. Failure to follow the rules, policies and practices set out in this Handbook.
44. Unauthorized use of the company e-mail system or inappropriate use of the internet.

SECTION IV

- *Being prepared and ready at the start of your shift is critical for customer service*
- *Attendance not only affects patients, it affects co-workers!*

TIME AND ATTENDANCE

Because of the nature of our business, healthcare services, it is vitally important that each Associate be at work whenever they are scheduled. Absences will be regarded as a weakening of the Practice's ability to furnish healthcare and related services. All associates are, therefore, expected to be at work as scheduled, or obtain approval for any required absences.

Tardiness:

Tardiness is defined as **any** time that you arrive late at your workstation and are not ready to begin work at the start of your shift. Associates are expected to be properly attired and in their work area and ready for work **by** their required start time. Staff should not report to work prior to their scheduled starting time unless otherwise requested.

Associates who are going to be unavoidably detained are expected to call the office and make their supervisor or a member of management aware of the situation as soon as possible prior to the start of their scheduled time.

Absenteeism:

Absenteeism is defined as any time you are scheduled to work and are unable to report. This does not include scheduled PTO, time off for holidays, bereavement leave, jury duty, FMLA leave, or company initiated time off. An associate who is absent excessively may be subject to discipline up to and including discharge. Excessive absenteeism is considered to be five (5) or more UNSCHEDULED absences in a twelve (12) month rolling period.

Regardless of the reason for your absence, you are expected to properly notify your supervisor, or another member of management, as soon as possible but at least one hour prior to the start of their shift. Messages may be left on voice mail only if your supervisor is unavailable. *Messages left with co-workers will **not** be considered appropriate notification*

If an associate expects to be absent from work for more than three consecutive days as a result of illness, injury, or other disability (including pregnancy), he or she must submit a written request for medical leave to the Human Resources Department at least 30 days before the anticipated commencement of the leave. In the case of an emergency or when 30-days' notice cannot otherwise be provided, the associate or a member of the associate's immediate family must notify the associate's supervisor as soon as possible. The written leave request normally should follow this notification by no more than three days. Please see the section "Leaves of Absence" for further information.

Staff members are expected to phone in each day of the period of absence in order to keep supervisors apprised of progress and expected date of return. Unreported and unexcused absences of two consecutive workdays will be considered a "no call, no show" and will result in termination of employment with the practice.

Funeral leave and jury duty will not be considered unscheduled time off. NPTO (sent home during down times) will not be considered unscheduled time off if mandated or requested by your supervisor.

SECTION V

COMPENSATION AND RECORDKEEPING

- *Salary surveys are conducted*
- *Pay increases are dependent upon performance*

COMPENSATION PROGRAM

Pay for performance is the basis of our compensation program. Our programs are designed to attract, retain, motivate and reward a quality workforce. Our compensation strategy is to pay at a level that is competitive with Practices and industries seeking comparable skills and talents as Indiana Hand to Shoulder Center. The compensation program is designed to recognize job contribution and to reward performance relative to individual, department and Practice objectives.

Indiana Hand to Shoulder Center surveys the compensation practices of companies which are comparable to our Practice in industry and size. This is called market pricing. We also survey those companies which are highly visible in the labor market. The process of conducting and analyzing surveys continues throughout the year and is one major aspect of Indiana Hand to Shoulder Center's efforts to pay competitive salaries.

Your supervisor will review your performance on an annual basis. Information derived from the performance review will be used to determine eligibility for merit pay increases. An increase in pay will not automatically be given when the supervisor reviews your performance. Pay increases may be denied, deferred, or accelerated based upon performance. The amount of increase will be based on performance and limited to a maximum percentage as determined annually by the Finance Committee.

OVERTIME

Overtime pay for non-exempt associates is required by the Fair Labor Standards Act and some state laws. Associates are informed of their status under the law when they begin employment and when their status changes.

All associates are expected to work overtime upon request. Non-exempt associates will be paid at an overtime rate of one and one-half times their hourly base rate for all hours worked in excess of 40 hours in one week.

Associates receive their regular base rate of pay for the first **40 hours** worked. **Non-working paid time (sick, vacation, holiday, bereavement pay, etc.) does not count as hours worked in calculating overtime. Overtime must be approved by the associate's manager PRIOR to working it.**

- *Payroll is processed bi-weekly (26 pays per year)*
- *Non-exempt staff are to utilize timekeeping instructions*

PAYROLL PROCESSING

All Indiana Hand to Shoulder Center associates are paid on a bi-weekly basis. Each work week runs from Sunday through Saturday. Associates are paid on Friday following the Saturday ending the two week pay period. If a payday occurs on a holiday, your paycheck will be received on the preceding workday.

TIMEKEEPING INSTRUCTIONS

Indiana Hand to Shoulder Center is required by federal and state laws to keep accurate records of time worked to calculate Associate pay and benefits. Time worked is the time actually spent on the job performing assigned duties. Accurately recording time worked is the responsibility of every associate.

All non-exempt associates are required to record their hours worked by clocking in through the automated system called "Time on Demand".

Non-exempt associates are not to clock in more than **five** minutes prior to the start of their shift nor more than **five** minutes following the end of their shift without their supervisor's approval. Failure to consistently adhere to this policy will subject the associate to discipline up to and including termination. Associates will clock in and out for lunch, split-shifts, or any other time away from the job, following the same guidelines as stated above. In addition, if the failure to clock in and out continues, it will subject the associate to discipline up to and including termination.

At the time during the pay period that you forget to clock in or out, or have unscheduled time off, you will be required to email your supervisor, who will correct it in the system. Your supervisor will be responsible for checking your time record and verifying that everything has been properly recorded.

Under no circumstances are you to utilize the system to clock in or out for another associate. Tampering, altering or falsifying time records, or recording time on another associate's time record, is a serious offense and may result in discipline, up to and including discharge.

➤ *Always notify HR of changes*

PERSONNEL FILES & PERSONNEL DATA CHANGES

Personnel files are the property of Indiana Hand to Shoulder Center and access to the information they contain is restricted. Generally, only the department manager and authorized representatives of Indiana Hand to Shoulder Center who have a legitimate reason to review information in a file are allowed to do so. With reasonable advance notice, an associate may review material in his/her personnel file, but only in the Human Resources office and in the presence of a Human Resources associate.

It is the responsibility of each associate to promptly notify their supervisor and the Human Resources Department of any changes in personnel data.

Personal mailing addresses, telephone numbers, number and name of dependents, individuals to be contacted in the case of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. This includes beneficiary forms for life insurance policies, pension, and retirement plans.

USE OF PERSONAL VEHICLES & EXPENSE REIMBURSEMENT POLICY

MILEAGE

- If normally scheduled at a location:
Commuting mileage to and from associate's home to their regularly scheduled location(s) is not reimbursable. This is in accordance with IRS guidelines.
- If **not** normally scheduled at a location, or if scheduled at a satellite when Harcourt Road is your main location:
 - a) If traveling from Harcourt: mileage will be paid from Harcourt to that location;
 - b) If traveling from home: mileage will be paid for the **difference** of miles between the number of miles you are commuting from home to the new location (satellite) *and* the number of miles from home to your normal office.

Please use approved mileage list on the PTO Exception Form.

TRAVEL TIME

- If normally scheduled at a location:
Travel time to and from associate's home to their regularly scheduled location(s) is not reimbursable.
- If **not** normally scheduled at a location:
 - c) If traveling from Harcourt: travel time will be based on the internet MapQuest* travel time from Harcourt to that location*;
 - d) If traveling from home – travel time will be paid for the **difference** in time between the number of minutes it takes to commute from home to the new location *and* the number of minutes to travel from home to your normal office.

*taken from MapQuest on msn.

Associates must submit for mileage reimbursement on a PTO and Exception Request form, which includes the date(s) traveled, miles incurred, and the business purpose of each trip, to their immediate supervisor for approval and processing. The reimbursement will be included with the paycheck for the pay period in which the mileage was incurred. The mileage reimbursement rate will be determined annually based on the IRS guidelines. This information is available through the accounting department.

Each associate using a personal vehicle to travel on work-related business should have appropriate proof of auto insurance.

When an associate travels for Indiana Hand to Shoulder Center (with prior approval of the supervisor) and has expenses (lodging, meals, etc.), she/he must complete an "expense report" and this form must be approved by the immediate supervisor. Valid receipts must be attached to the expense report to receive reimbursement. Associates may obtain an expense report from the accounting department.

Associates will be reimbursed for reasonable expenses when an expense report is submitted with an appropriate receipt and supervisory approval. All expenses should be within the department's budget to be considered for approval.

Staff members having expenses of \$20.00 or less may present these for reimbursement from petty cash along with proper receipts and a petty cash request approved by the supervisor. Expenses over \$20.00 must be reimbursed in the form of a check after processing of an expense report.

SECTION VI

EMPLOYEE HEALTH & SAFETY/ CARE OF EQUIPMENT

➤ *Universal precautions are to be followed*

UNIVERSAL PRECAUTIONS AND PATIENTS RIGHTS

Healthcare facilities providing services in which there is a risk of skin, eye, mucous membrane, or parenteral contact to human blood or other potentially infectious materials must practice Universal Precautions.

Universal Precautions is an approach to infection control. It is meant to *reduce* the risks associated with exposure to blood borne pathogens, but cannot entirely eliminate these risks.

Indiana Hand to Shoulder Center complies with the infection control practices required by the Indiana State Department of Health (ISDH) which were adopted from Indiana Occupational Safety and Health Administration (IOSHA) standards and Centers for Disease Control (CDC) recommendations. The following infection control practices include, but are not limited to; those required by the Universal Precautions Rule and are used to prevent transmission of blood borne pathogens to patients and treating staff:

- Hands are to be thoroughly washed with water and an antimicrobial solution under the following circumstances: before gloving; after removing gloves; after each patient procedure; before leaving the work area; before eating; and after hands have touched a possibly contaminated surface.
- Appropriate use of protective barriers, including gloves for hand contact, masks, gowns, laboratory coats, and protective eyewear or face shields are used for procedures having the potential of creating a spray or splatter of blood or other potentially infectious materials.
- Gloves, when required, are changed, and hands are washed after each patient.
- Heat stable, non-disposable instruments requiring sterilization that are contaminated with blood or other potentially infectious materials are heat sterilized after treatment of each patient.
- Precautions are taken to prevent injuries caused by needles, scalpels, and other contaminated sharp instruments during procedures.
- Disposable contaminated sharps, needles, syringes, and other contaminated sharp objects are discarded in puncture resistant containers.
- Surfaces and equipment contaminated with blood or other potentially infectious materials that need not be sterilized are cleaned and disinfected after treatment of each patient. Disposable coverings may be used on some surfaces to prevent contamination.
- Infectious waste is placed in containers labeled with the biohazard symbol, impervious to moisture and of sufficient strength to prevent expulsion.
- Containers of infectious waste are stored in a secure area prior to treatment and final disposal.
- Patient care staff receives training on infection control.

POLICY ON OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS

Indiana Hand to Shoulder Center is committed to the continued improvement of healthcare delivery and protection of both our patients and associates.

All associates who engage in activity where direct exposure to blood and body fluids is likely must assume that these substances are infectious and must use universal precautions. Failure to use appropriate universal precautions will result in discipline up to and including discharge.

This means that *all* human blood and other potentially infectious body fluids will be treated as though known to be infectious for HBV and HIV and other blood borne pathogens. Other blood borne pathogens include but are not limited to Hepatitis C, syphilis, malaria, babesiosis, brucellosis, and Creutzfeldt-Jakob disease.

Universal Precautions apply to blood, all body fluids containing visible blood, and certain other body fluids including saliva in dental procedures, synovial fluid, cerebrospinal fluid, pleural fluid, peritoneal and pericardial fluid and amniotic fluid. It does not include feces, nasal secretions, sputum, sweat, tears, urine, saliva, breast milk and vomitus, unless blood is present. It does cover unfixed tissues and cultures.

Exposure Risk Assessment - Associate positions are classified based on the potential of exposure to communicable disease inherent in the responsibilities of their job as follows:

CATEGORY I:

Blood or other body fluid exposure is regular and expected.

Positions: OR Nurse, OR Tech, PACU Nurse, Occupational Therapists, Physical Therapists, Therapy Aides, Medical Assistants, Clinic Nurses, Lab Personnel, Physicians, Fellows, Instrument Tech, Nurse Practitioners

CATEGORY II:

Blood and body fluid exposure is not routinely expected but may be present on an unplanned basis.

Positions: Director Hand Rehabilitation Center, Clinical Supervisor, Radiologic Techs

CATEGORY III:

No occupational exposure to blood or body fluids.

Positions: COO, CFO, Admin. Assistants, Receptionist, Billing Staff, Front Desk Personnel, Transcriptionists, CWH Staff, Work Comp Personnel, Surgery Schedulers, Administration Staff, Accounting Staff, Executive Secretaries, H.R. Staff, Med. Illust. Staff, Switchboard, Central Scheduling, Medical Records, Librarian, MIS, Pre-Auth., Materials Management, and all others

Standards issued by OSHA are designed to protect the healthcare workers in the United States who may be at risk of occupational exposure to blood borne pathogens, such as Human Immunodeficiency Virus and Hepatitis B Virus.

Though the chances of contracting a disease transmitted by blood are relatively low, they are real. Each year, at least 300 workers die of Hepatitis B Virus (HBV) infection. Each year, a small but significant number of healthcare workers are found to have Human Immunodeficiency Virus (HIV) infection attributable to occupational exposure. Transmission of these infections is preventable. Working together, employers and staff can help all segments of industry where occupational exposure is possible.

Additionally, all associates who will be participating in activities due to their position that may cause occupational exposure will be given more detailed information including the Exposure Control Plan. Associates in positions in Category I and II shall receive documented training as frequently as needed, but

no less than annually in the policies and procedures related to infection control and universal precautions. Such training shall include but not be limited to:

- A. Modes of transmission of HIV and other communicable diseases.
- B. Tasks which may entail exposure.
- C. Precautions, barrier protection and protective equipment, to prevent/reduce exposure and their limitations.
- D. Handling and reporting of exposures.
- E. Aseptic technique.
- F. State and federal regulations concerning blood borne disease control.

Those associates who don't know their antibody status and/or wish to receive the Hepatitis B vaccine will be given the opportunity to do so.

If at any time an associate has reason to believe that prescribed policies are not being followed concerning this very serious issue, they should immediately report these incidents to their supervisor or a member of management.

Failure to comply with all described procedures regarding exposure control can result in disciplinary measures up to and including discharge.

The infection control procedures listed and others that are not readily observable protect you from disease transmission. Indiana law requires that healthcare facilities be committed to appropriate use of Universal Precautions. Any deviations from this commitment should be brought to the attention of your manager or the Human Resources Department. If you have any questions regarding this policy, see your supervisor or the Human Resources Department.

➤ *A physician release is necessary for 3 or more days of absence*

FITNESS FOR DUTY POLICY

If you come to work sick or with an injury, and you are unable to perform the essential functions of your job, with or without reasonable accommodation, your supervisor may send you home or require you to get a physician's statement permitting you to return to work. If sent home, you will be required to use your PTO time. If no PTO is available, this time will be unpaid.

If you are off work with an illness for more than **three** working days, you may be required to submit a physician's release prior to returning to work. *When time off is for a recurring medical condition, it may be necessary to submit a request for FMLA (see FMLA section of this handbook).*

If your physician releases you to return to work with restrictions, you must notify your supervisor to discuss whether you are able to perform the essential functions of your job, with or without reasonable accommodations.

Associates taking any medication which may impair their job performance and could affect a patient, co-worker or visitor, must notify their manager.

- *Accidents/Incidents are to be reported immediately to your supervisor*
- *The Triage nurse will direct care if in-house*
- *If outside care is needed, Human Resources will contact the Work Comp Carrier for direction*

EMPLOYEE ACCIDENT/INCIDENT REPORTING

Indiana Hand to Shoulder Center maintains a separate insurance benefit for associate work-related illnesses and injuries sustained during the course of employment. Associates should report all work-related illnesses and injuries to her/his supervisor immediately, who in turn, must **inform Human Resources within 24 hours** of the injury **OR BENEFITS MAY NOT BE AVAILABLE**.

An **incident report** is to be completed **immediately** (no later than 24 hours after incident) and be submitted to Human Resources and associate's supervisor. A copy of the incident report is to be given to **Triage nurse**, who will have **on-call fellow assess if necessary**. A report filed is not confirmation of approval by the Work Comp. Carrier, and if approval is not granted, any charges will be the personal responsibility of an associate in their first 90 days of employment.

Indiana Hand to Shoulder Center is committed to having a completely safe work environment for all associates. Should you have any safety concerns at any time, please bring those concerns to the attention of the administrative staff immediately.

- *When receiving care at The Indiana Hand to Shoulder Center, please read policy below carefully (important differences if you do or do not carry coverage through the group medical plan)*

PERSONAL ILLNESS/INJURY

IF AN ASSOCIATE HAS A PERSONAL INJURY THAT AFFECTS THE UPPER EXTREMITY and the associate has elected **IHTSC's insurance** then the service fee is waived (for the surgery only – anesthesia and lab charges will be assessed). If an x-ray or physician assessment is required, a form must be completed **PRIOR TO** being seen. Lab charges are the responsibility of the associate and must be paid at the time the lab is drawn. Associate must complete a request form and **contact the Triage Nurse** to schedule service. If time off is required for surgery of upper extremity, the associate is required to utilize PTO. If associate is in the first 90 days, he/she is responsible for all charges. If time off is required as a result of the surgery, it may result in termination of employment (if within the first 90 days of employment) and the PTO policy will be followed.

IF AN ASSOCIATE HAS A PERSONAL INJURY THAT AFFECTS THE UPPER EXTREMITY and the associate has **not** elected **IHTSC's insurance** then the service (including anesthesia) is to be billed to individual's

personal insurance. Associate will be personally responsible for charges if no insurance coverage. Lab charges are the responsibility of the associate and must be paid at the time the lab is drawn. All appointments must be **scheduled through the Triage nurse**. If time off is required for surgery of upper extremity, the associate is required to utilize PTO. If associate is in first 90 days, he/she is responsible for all charges.

In the instance of a personal medical condition (i.e. a fever, sinus infection, flu, bronchitis, ear infection, headaches, etc.), the policy is that these medical conditions should be managed by your family practice physician, primary care physician or internist. It is not appropriate to request the services of the staff physicians or fellows of Indiana Hand to Shoulder Center to treat conditions such as these.

Indiana Hand to Shoulder Center has a policy on dispensing drugs and providing prescriptions for personal use as well. The staff physicians and fellows are not available to write prescriptions for associates' personal medical conditions, and neither the physicians nor nurses will provide the practice drug samples to associates for personal use. This policy is in place to protect the employees, physicians and the practice and to ensure proper care for our associates.

➤ *All qualified candidates are considered for open positions.*

Americans with Disabilities Act (ADA)

Indiana Hand to Shoulder Center is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is our policy not to discriminate against any qualified associate or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the associate can perform the essential functions of the job. Consistent with this policy of nondiscrimination, Indiana Hand to Shoulder Center will provide reasonable accommodations to qualified individual with a disability, as defined by the ADA, who has made the Practice aware of his or her disability, provided that such accommodation does not constitute an undue hardship on Indiana Hand to Shoulder Center.

Associates with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department. Indiana Hand to Shoulder Center encourages individuals with disabilities to come forward and request reasonable accommodation.

On receipt of an accommodation request, a member of the Human Resources Department and your supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that Indiana Hand to Shoulder Center might make to help overcome those limitations.

➤ *The Indiana Hand to Shoulder Center is committed to keeping the environment free of hazards from the use of drugs or alcohol*

DRUG AND ALCOHOL POLICY

The performance of an associate's duties and responsibilities must not be impaired through the use of drugs or alcohol. The workplace and work-related driving are potentially hazardous to persons with impaired coordination, judgment, or perception. Impaired persons are in turn potentially hazardous to co-workers and others. To guard against these potential hazards, Indiana Hand to Shoulder Center reserves the right to impose discipline, up to and including discharge, for each of the following offenses:

1. the sale, purchase, possession or use of a banned substance in the workplace or when working elsewhere for the Practice;
2. Reporting to work under the influence of a banned substance (note definition of "banned substance" below).

Definitions

The term "banned substance" refers to alcoholic beverages and controlled or illegal substances such as, but not limited to, marijuana, depressants, stimulants, hallucinogens and other "street" drugs. Drugs prescribed for personal use that do not adversely affect an Associate's work performance are not banned substances. Prescriptions drugs taken for recreational purposes, or those which affect work-related activity, are banned substances.

An associate will be considered "under the influence" if the associate: (1) tested positive on a drug/alcohol test; (2) manifests impairment of coordination, judgment or perception, or shows other evidence of impairment; or (3) creates a reasonable suspicion that he or she is under the influence of drugs or alcohol.

Searches and Testing

It is a condition of employment for associates to allow Indiana Hand to Shoulder Center and its management personnel and agents to conduct searches and testing in accordance with the following policy. Refusal to allow such searches or testing or refusal to cooperate with an implementation of this policy is grounds for disciplinary action, up to and including discharge.

Searches: Indiana Hand to Shoulder Center may conduct unannounced searches for banned substances in its facility, including lockers, desks, and other Practice property. Such searches may be conducted at any time and do not have to be based on any suspicion.

Testing: Indiana Hand to Shoulder Center may require that an associate be tested for the presence of alcohol or drugs under the following circumstances:

- when there is a reasonable suspicion that the associate is under the influence of a banned substance;
- When the associate has been involved in an accident, a near accident or some other unusual incident and Indiana Hand to Shoulder Center wants to be sure that banned substances are not involved.

Drug-Free Workplace Act of 1988

Any associate convicted of violating a criminal drug statute based on conduct occurring on Practice property, Practice vehicles or on Practice paid time, is required to report such violation to his or her supervisor within five (5) days after such conviction.

➤ *The Indiana Hand to Shoulder Center is a “Smoke-Free Campus” (on all property owned or leased)*

Smoke Free Workplace

Smoke Free Workplace

As a provider of healthcare services, the physicians and management of Indiana Hand to Shoulder Center are committed to promoting healthy lifestyles for all and have chosen to implement and maintain a "Smoke-Free Campus."

The Smoke-Free Campus policy will be effective **at all locations** of The Indiana Hand to Shoulder Center and will apply to all staff members **and patients**. The Smoke-Free Campus will apply to all property owned, leased, or otherwise occupied by Indiana Hand to Shoulder Center, including but not limited to, the surrounding grounds, parking lots (this includes in vehicles), sidewalks, vehicles, and other common areas.

Managers and supervisors are responsible for administering this policy. Violations may result in discipline up to and including discharge.

Staff members who wish to voluntarily attend smoking cessation courses offered by The American Lung Association outside of work hours will be reimbursed in full following the successful completion of the course. Alternately, up to \$100 will be reimbursed to associates for a **one time** submittal of receipts for either the patch or smoke free gum. Your own medical doctor (outside of Indiana Hand to Shoulder Center) must write a prescription for either of these products. Discounted health insurance premiums may be given to non-smokers.

- Helpful websites:
- www.ahrq.gov/consumer/index.html
 - www.lungin.org/prog_ffs.asp
 - www.cancer.org
 - www.americanheart.org

➤ *Physical or Verbal violence in the workplace will NOT be tolerated!*

VIOLENCE IN THE WORKPLACE

Indiana Hand to Shoulder Center strongly believes that all associates should be treated with dignity and respect. Acts of violence or threatening behavior (verbal or physical) will NOT be tolerated. Any instances of violence must be reported to the associate's supervisor and/or the Human Resources Department. All complaints will be fully investigated. Additionally, firearms, weapons and other dangerous or hazardous devices or substances are strictly prohibited from the premises of IHTSC without proper authority.

Indiana Hand to Shoulder Center will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action and/or termination.

SECTION VII

BENEFITS

Indiana Hand to Shoulder Center maintains an extensive benefit package for all full-time and eligible part-time associates. The summary of benefits listed below is for illustration purposes only. Specific details are located in the plan documents for each benefit and are available in the Human Resources Department. These plans are subject to change at any time.

The following benefits are available to regular full-time and eligible part-time (30-40 hours/week) associates, with coverage beginning the first of the month following SIXTY days after date of hire:

- **HEALTH INSURANCE (available to anyone working 30+ hours/week)**
Premiums are shared by associate and Practice and subject to change at any time
- **DENTAL/VISION INSURANCE (available to anyone working 20+ hours/week)** premiums are shared by associate and Practice and subject to change
- **LIFE INSURANCE (paid by the practice)**
One and one-half times your annual salary to maximum of \$100,000
- **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D) (paid by the practice)**
One and one-half times your annual salary to maximum of \$100,000
- **VOLUNTARY LIFE**
Opportunity to purchase additional life insurance. Cost dependent upon option selected and the participant's age. Premiums change as participant ages.
- **SALARY CONTINUATION (paid for by the practice for everyone working 30+ hours/week)**
Begins the 31st day following physician determination of disability preventing work and will be 60% of your regular earnings less applicable Federal, State and other authorized payroll deductions. The first 30 days are compensated through PTO, or unpaid if no PTO is available. This is an internally funded benefit.
- **LONG TERM DISABILITY (LTD) (paid for by the practice for everyone working 30+ hours/week)**
Begins on 91st day following physician's determination of disability preventing work and pays 60% of your regular earnings less Social Security tax through 24 months.
- **FLEXIBLE SPENDING ACCOUNT/SECTION 125 PLAN**
Allows you to pre-tax medical and dental/vision premiums; dependent care expenses up to \$5,000 annually; and unreimbursed medical up to \$2500 annually.

401(K) PLAN

The Physicians of our Practice maintain a discretionary 401(k) and profit sharing plan for all eligible full-time and part-time associates. Eligible associates are automatically entered into the plan with a 3% deferral within 45 days following their date of hire. Associates may elect to contribute up to the maximum allowable amount by law on a pre-tax basis into their retirement savings account. A safe harbor contribution will be provided of 3.15% of gross earnings.

HOLIDAY PAY

➤ **For those who work 40 hours per week:**

Commencing with their first day of employment, non-exempt associates regularly scheduled to work 40 hours/week will receive 8 hours of pay, for company posted holidays (regardless of the number of hours scheduled to be worked on that day.)

➤ **For those who work 30-39 hours per week:**

Commencing with their first day of employment, non-exempt associates regularly scheduled to work 30-39 hours/week will receive 6 hours of pay, for company posted holidays (regardless of the number of hours scheduled to be worked on that day.)

If you take unscheduled leave on your last scheduled day prior to the holiday, **or** your next scheduled day after the holiday, you are **not** eligible for holiday pay. Pre-approved PTO does not affect holiday pay. Holiday pay will only be issued for associates who are normally scheduled to work on the day on which the holiday falls. A full-time (40 hours) non-exempt associate scheduled to work 10 hour shifts will be paid 8 hours of holiday pay **ONLY** if their scheduled time off falls on the holiday.

The day after Thanksgiving is a day where the Practice is closed, but it is not a paid holiday. Staff may take PTO, or choose to take the day off without pay. In this case, your next scheduled day will occur the week after Thanksgiving, (the workweek begins on Sunday).

Full time associates working 10 hour shifts (4 days per week) are **NOT** allowed to switch their days off. If the holiday falls on the regularly scheduled day off, then holiday pay is **NOT** paid.

If the holiday falls on a Saturday, Indiana Hand to Shoulder Center will observe the prior Friday as the holiday. If a holiday falls on a Sunday, Indiana Hand to Shoulder Center will observe the following Monday as the holiday.

The following are recognized company paid holidays:

New Year's Day
Labor Day

Memorial Day
Thanksgiving Day

Independence Day
Christmas Day

WORKERS COMPENSATION INSURANCE

Workers compensation insurance is provided at no cost to associates. This program covers illnesses or injuries sustained in the course of employment that require medical, surgical or hospital treatment. Subject to all applicable legal requirements, workers compensation insurance provides benefits **after a short waiting period**.

Reporting of work-related illnesses and injuries is covered under the Employee Accident/Incident Reporting Policy in the Employee Health and Safety/Care of Equipment Section of this handbook.

PAID TIME OFF (PTO) BENEFIT

Paid Time Off (PTO) is a benefit that provides an accrual of time for the purpose of allowing time away from work for rest and relaxation, to recover from sudden illness or injury and to handle personal business. The PTO system allows associates flexibility in managing their time off, but at the same time, it requires associates to take full responsibility for monitoring and managing their time wisely.

- ◆ must be used both scheduled and unscheduled time off
- ◆ accrual is based on length of employment and number of hours worked
- ◆ hours can be used scheduled or unscheduled absences in increments of no less than one hour
- ◆ 90 days of employment must be completed before PTO may be used.
- ◆ **When unscheduled PTO** occurs in the **first 90 days** of employment, the time taken will be **UNPAID** and the **PTO accrual for the pay period in which the absence occurs will be zero**. This can also result in disciplinary action up to and including termination.

DEFINITIONS:

Scheduled time off: Absences arranged with, and approved by, an associate's supervisor at least two weeks in advance. However, some departments may have shorter or longer notice requirements. Examples of scheduled time off include vacations and personal days.

Unscheduled time off: Absences without advance notice or supervisory approval. Examples of unscheduled time off includes time off due to a sudden illness or injury or time off for other reasons without proper notice (giving notice the day before is not a scheduled absence).

Unscheduled time off must be kept to a minimum. Excessive use of unscheduled time off (5 or more instances in a 12-month rolling period) may negatively impact an Associate's performance evaluation and merit increase, and may result in discipline, up to and including discharge.

Make up time: The benefit of making up time away from work by performing work outside an Associate's regular work schedule, in lieu of using PTO. Make up time will be considered **ONLY** for absences of short duration, meaning less than 4 consecutive hours away from work. All make up time must be worked during the same week in which the time off was taken and may not be available at all times. Make up time only applies to non-exempt Associates.

Associates interested in make up time must obtain the **prior** approval of their supervisor. Make up time is a privilege, and abuse of this policy could result in discipline, up to and including discharge.

PTO accrual: The amount of paid time off earned and available for use. PTO hours accrue at a rate equivalent to an associate's length of service and number of hours worked. Accrual rates will increase at the beginning of the pay period following the appropriate anniversary date.

PTO earnings accrue on each pay day. **PTO IS NOT AVAILABLE FOR USE UNTIL IT HAS BEEN ACCRUED.**

Negative PTO: Payout of PTO that has not yet been accrued is strictly prohibited.

Carry-over: A maximum of 240 PTO hours may accrue or be carried over to the next calendar year. Once an associate's PTO bank reaches 240 hours, he or she must take time off, or request a cashout when permitted, or hours accrued over 240 will not be carried over at year end and will be lost.

Cashout: At the end of each calendar year, associates may elect to trade in their accrued PTO hours for the cash equivalent based on the associate's regular rate of pay. To be eligible for a cashout, an associate must have at least 40 hours remaining in their PTO bank after the cashout.

In November of each year, the Human Resources department will distribute a PTO cashout request form to all eligible associates. PTO cash benefits will be distributed through the payroll system, subject to payroll taxes. Posted deadlines must be met to choose this option.

PROCEDURE:

*Associates should schedule PTO with their supervisor, in advance, generally providing a minimum of two weeks' notice, by submitting a request for supervisory approval. Some departments may require more than two (2) weeks' notice. If the PTO request is approved by the Supervisor, an email acceptance via Paycor will be communicated to the associate. If the request is denied, the supervisor will discuss the reason for the denial with the associate. **Approval is NOT automatic** and is subject to staffing and coverage issues and will be determined on a case-by-case basis. If PTO balance is insufficient when the requested leave comes around, the approval can be revoked. This is subject to staffing and coverage issues and will be determined on a case-by-case basis and at manager discretion.*

MISCELLANEOUS PROVISIONS:

Disability: If an associate becomes eligible for disability benefits, all accrued PTO will be used during the required 30-day waiting period until it is exhausted. Once all PTO has been exhausted, the associate's pay status will be "unpaid". PTO will continue to accrue during the leave, and will be paid out once a month.

Family & Medical Leave: Associates who take leave under the Family & Medical Leave Act will be required to substitute any accrued PTO, including any personal days, for part or all of the leave period. All PTO hours must be exhausted prior to approval for "no pay" status when an associate is on family and medical leave.

Termination: Associates who provide a minimum of two weeks' notice (and works the entire two weeks) prior to resigning employment with The Hand Center will receive the cash equivalent of their accrued PTO hours at their current, regular rate of pay. **Note:** When associates terminate and become PRN associates, their PTO is paid out fully on the next pay period following their change in status.

PERSONAL DAY

Full-time associates will be entitled to one personal day to be used for birthdays, anniversaries, or other personal reasons, subject to supervisory approval. Part-time associates will be eligible for a pro-rated personal day based upon the associate's regular hours. Personal days may be taken after the initial 90 day orientation period. This personal day must be used during the calendar year (by December 10), and CANNOT be carried over or be included with PTO accrual. Associates hired after August 31 are not eligible for a personal day until the next calendar year. Personal days must be scheduled at least two weeks in advance and approved by the associate's supervisor.

SECTION VIII

LEAVES OF ABSENCE

- *If less than one year of employment, eligible for up to 30 days of unprotected medical leave (after initial 90 days);*
- *If one year or greater of employment, eligible for job protection under guidelines of FMLA Leave*
- *Medical certification must be provided by your physician*

THE FAMILY AND MEDICAL LEAVE POLICY

In order to comply with the Family and Medical Leave Act ("FMLA"), Indiana Hand to Shoulder Center has developed this policy to provide eligible associates up to twelve (12) weeks of unpaid leave during any rolling 12-month period subject to the conditions set forth below. Indiana Hand to Shoulder Center provides leave benefits under its policy in accordance with FMLA and in addition provides two (2) extra weeks of job protection for a total of fourteen (14) weeks of job protection.

Section 1: Eligibility

In order to be eligible to receive leave under this policy, an associate must have worked for Indiana Hand to Shoulder Center for at least twelve (12) months prior to the date leave begins and must have provided at least 1,250 hours of service during that 12-month period.

Section 2: Reasons for Leave

1. to care for the associate's child after birth or placement for adoption or foster care;
2. to care for the associate's spouse, son, daughter, or parent who has a serious health condition;
3. for a serious health condition of the associate that makes the associate unable to perform his or her job.

An eligible part-time associate is entitled to FMLA leave on a pro-rated basis.

An associate's right to leave because of the birth or placement of a child for adoption or foster care expires at the end of the 12-month period beginning on the date of the child's birth or placement.

Section 3: Computing Leave Time

The 12-month period for taking leave will be a "rolling" 12-month period measured backward from the date an associate uses any family and medical leave under this policy. For example, if an associate utilizes his or her full 12-week FMLA entitlement plus the two additional weeks for the birth of his or her child during the months of May through July in the current year, the associate would not be entitled to an additional 14-weeks of FMLA leave until the month of August the next year. A husband and wife who are eligible for FMLA and are both employed by the Practice (even if at different locations), are entitled to a combined amount of 14 weeks between the two of them for the following reasons: (1) the birth of the associate's child, or to care for the child after birth; (2) the placement of a child with the associate for adoption or foster care, or to care for the child after placement; (3) to care for the associate's parent with a serious health condition.

Section 4: Substitution of Paid Leave

Leave under this policy is unpaid. However, associates will be required to substitute any accrued personal days or paid time off (PTO) for part or all of the 14 week period.

Associates who are absent due to a serious health condition and who receive benefits under a temporary disability plan or workers' compensation, will be designated as taking FMLA leave.

Section 5: Advance Notice of Leave

An associate must provide Indiana Hand to Shoulder Center with at least thirty (30) days advance notice where the need for FMLA leave is foreseeable (for example, in the case of an anticipated birth or adoption or elective surgery). In other circumstances (for example, in the case of emergency surgery or premature birth), associates must provide notice as far in advance as possible under the circumstances. In addition, associates are required to make every reasonable effort to schedule planned medical treatment in a manner that does not disrupt the business operations of Indiana Hand to Shoulder Center.

Section 6: Medical Certification for Leave

At the time an associate gives notice of the need for leave under this policy, he or she must provide documentation to support the request for leave. If the leave is due to the associate's or a family member's serious health condition, the associate must submit a medical certification form completed by the health care provider. Indiana Hand to Shoulder Center reserves the right to obtain a second or third opinion (at its expense) under conditions permitted by the FMLA.

During any FMLA leave which extends for thirty (30) or more continuous days, at the end of each 30-day interval the associate must provide Human Resources with a written report of the associate's status and date of expected return to work. If an associate's expected date of return to work changes, the associate is required to notify Human Resources ten (10) days before return to work. In addition, an associate's return to work from a serious health condition must present medical certification stating that they are fit to return to duty.

Section 7: Intermittent Leave

Under some circumstances, associates may take FMLA leave intermittently or on a reduced leave schedule. If leave is for the birth or placement of a child for adoption or foster care, use of intermittent leave or a reduced leave schedule is subject to Indiana Hand to Shoulder Center's prior written approval. If leave is taken due to the associate's serious health condition or in order to care for a spouse, son, daughter, or parent who has a serious health condition, then leave may be taken intermittently or on a reduced leave schedule whenever medically necessary (medical certification must be furnished). When leave is taken on an intermittent or reduced leave schedule, an associate may be temporarily transferred to an available alternate position to accommodate the recurring periods of leave.

An associate must meet with his or her supervisor and Human Resources to attempt to work out a schedule which meets the associate's needs for leave without unduly disrupting the Practice's operations. The associate should meet with his or her supervisor and Human Resources before treatment is scheduled. If the meeting takes place after treatment is scheduled, Indiana Hand to Shoulder Center may, in certain instances, require an associate to attempt to re-schedule treatment.

Section 8: Job and Benefit Protection

Associates returning from leave under this policy will be restored to their original position or an equivalent position with the same pay, benefits, and other employment terms. Associates who fail to return to work at the end of leave or who fail to comply with the documentation and medical certification requirements of this policy, lose their right to be returned to the original or equivalent position. Any associate who is on family and medical leave and decides that he or she will not return to work upon conclusion of the FMLA leave must notify Human Resources in writing within ten (10) days after that decision.

Associates who wish to continue group health benefits while on unpaid FMLA leave must make arrangements with the Human Resources Department along with arrangements to continue paying for these benefits. An associate who has continued health benefits while on leave and decides to not return will be required to pay the Practice's cost of the premium back to the last day worked prior to the leave.

MEDICAL LEAVE FOR THOSE NOT ELIGIBLE FOR FMLA

To be eligible for this medical leave, you must be an associate in good standing, and have been employed more than ninety (90) days with the Practice. A medical certificate must be completed by your family physician. Up to thirty (30) **weekdays** may be allowed after appropriate approvals have been obtained. If time off exceeds (30) weekdays, employment will be terminated.

JURY DUTY

You are required to initially notify your supervisor when the potential for you to serve on jury duty exists. Notification to your supervisor when you are called for jury selection is also necessary. A copy of the court notice must be submitted to your supervisor. It is your responsibility to keep your supervisor informed about the amount of time required for jury duty and to provide documentation regarding amount of jury duty pay received in order to receive the Practice provided compensation supplement. If you are called for jury selection or jury duty on a regularly scheduled work day, you will be compensated at your regular rate for the hours you spend in this process until you are released from court. In exchange for receiving your regular compensation, you will be required to sign over the per diem check you receive from the court for serving on jury duty.

BEREAVEMENT LEAVE

Up to three days of paid bereavement leave may be granted for a death in a **regular, full-time** associate's immediate family. One of the days must include the day of the funeral. These days are to be taken consecutively within a reasonable time of the day of the death or the day of the funeral, and may not be split or postponed. The actual amount of bereavement leave taken may vary from situation to situation. Part-time associates may be eligible for bereavement leave on a pro-rated basis if the leave falls on their regularly scheduled work day(s). **IMMEDIATE FAMILY** will include the employee's spouse, parent, sibling, child, step-child (living with associate), grandparent or grandchild. An obituary is to be provided to payroll when the timecard from the requested days off is turned in.

One day of paid leave may be granted for extended family members including mother or father-in-law, step-parent, son or daughter-in-law, step-children (not living with associate), aunt/uncle and great-grandparents.

Additional unpaid leave (or use of PTO hours) may be granted upon request, at your supervisor's discretion.

Bereavement leave must be indicated on each associates' time card (time and family member involved) and a copy of the funeral notice must be attached.

FOR FAMILY MEMBERS OF THOSE CALLED TO ACTIVE DUTY

Eligible associates (who have been employed by the Practice for at least 12 months and have worked at least 1,500 hours during that 12 month period) may request up to 10 days of leave (unpaid if PTO is not available) to spend time with a parent, spouse, grandparent, sibling, or court-appointed ward of a person who is ordered to active military duty. "Active duty" refers to full-time service on active duty orders in the armed forces of the United States or the National Guard for a period that exceeds 89 consecutive calendar days. Employees are entitled to take military leave only during the 30-day period before the active duty orders are in effect for their military family member, while the family member is on leave from active duty, or within 30 days after the date on which the family member's active duty orders terminate.

Notice of the requested leave must be given at least 30 days in advance of the requested time to begin leave. The notice must be in writing and must include a copy of activity duty orders. If the employee fails

to provide verification of eligibility for military leave, then the employer may consider any absences taken by the employee for such leave to be unexcused.

Leave under this policy is unpaid. However, associates will be required to substitute any accrued personal days or paid time off (PTO) for the requested days of leave.

MILITARY LEAVE

Indiana Hand to Shoulder Center is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Company's policy that no associate or prospective associate will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. If any associate believes that he or she has been subjected to discrimination in violation of this policy, the associate should immediately contact Human Resources.

Procedure/Guidelines:

➤ **Temporary (Two-Week) Military Leave**

In addition to the rights and benefits provided to associates taking Extended Military Leave (as described in this policy), eligible associates who must be absent from their job for a period of not more than ten working days each year in order to participate in temporary military duty are entitled to as many as ten days unpaid military leave. All benefits will continue during an associate's temporary military leave.

➤ **All Other (Extended) Military Leave**

Associates directed to participate in extended military duties in the U.S. Armed Forces that exceed ten working days will be placed on an unpaid military leave of absence status for a period of as long as five years and will be entitled to the rights and benefits described below, subject to the procedures outlined below.

Procedures for all Military Leave

1. The associate will provide his or her immediate supervisor with notice that the associate will be engaging in military service, including, where feasible, a copy of the orders directing the military duty, unless the associate is prevented from doing so by military necessity. Associates are requested to provide such notice with 30 days of active military service. Failure to provide adequate notice may render the associate ineligible for the rights and benefits described in this policy.
2. To request a temporary or extended military leave of absence, the associate should, unless prevented from doing so by military necessity, obtain a Request for Leave of Absence Form from Human Resources.
3. Human Resources will review and sign the Request for Leave of Absence Form, collect any applicable insurance premiums from the associate, generate other applicable documents, and process accordingly.
4. Associates on temporary or extended military leave may, at their option, use any or all accrued PTO/personal time during their leave.
5. When the associate intended to return to work, he or she must make application for reemployment to Human Resources within the application period set forth below.

Benefits:

1. An associate on extended military leave may elect to continue group health insurance coverage for the associate and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. The associate must pay, per pay period, the premium normally paid by the associate. After the initial 31 day period, the associate and covered dependents can continue group health insurance up to 18 months at

102% of the overall (both employer and associate) premium rate. Beginning after the first 31 days of military leave, group health insurance coverage for an associate and/or associate's covered dependents will run concurrently with applicable health insurance coverage under COBRA.

2. The group term life/AD&D insurance provided by the Practice will terminate the day the employee becomes active military.
3. The group long term disability insurance provided by the Practice will terminate the day the associate becomes active military.
4. Associates do not accrue PTO or personal time while on military leave of absence status.
5. With respect to the Practice 401(k) Retirement Plan, associates who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service. Immediately upon reemployment, the associate may, at the associate's election, make any or all associate contributions that the associate would have been eligible to make had the associate's employment not been interrupted by military service. Such contributions must be made within a period that begins with the associate's reemployment and that is not greater in duration than three (3) times the length of the associate's military service. Associates will receive all associated company match for such contributions.
6. Voluntary supplemental life/AD&D insurance will terminate the day the associate becomes active military. Converting to an individual policy may continue voluntary dependent life insurance coverage. To exercise this conversion option, dependents must submit a written application the first premium payment within 31 days immediately following the termination of coverage.

Application for Reemployment:

1. *If service less than 30 days* (or for the purpose of taking an examination to determine fitness for service), the associate must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the associate's residence.
2. *If service is for 31 days or more but less than 180 days* – the associate must submit an application for reemployment with Human Resources no later than 14 days following the completion of service.
3. *If service is over 180 days* – the employee must submit an application for reemployment with Human Resources no later than 90 days following the completion of service.
4. *If the associate is hospitalized or convalescing from a service-connected injury* – the associate must submit an application for reemployment with Human Resources no later than two years following completion of service.

Exceptions to Reemployment: In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

1. The Practice's circumstances have so changed as to make reemployment impossible or unreasonable.
2. The associate's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
3. The associate did not receive an honorable discharge from military service.

General Benefits Upon Reemployment

Associates reemployed following military leave will receive seniority and other benefits determined by seniority that the associate had at the beginning of the military leave, plus any additional seniority and benefits the associate would have attained, with reasonable certainty, had the individual remained continuously employed. In addition, an associate's time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to their position at Indiana Hand to Shoulder Center.

Documentation

The associate must provide Indiana Hand to Shoulder Center with military discharge documentation that establishes the timeliness of the application for reemployment and length and character of the associate's military service.

NOTE: Any associate who, for whatever reasons, is unable or refuses to perform any active service for the Practice for fourteen (14) consecutive weeks or who performs less than fourteen (14) weeks cumulative active service during any twelve (12) month period shall be removed from the payroll and terminated.

SECTION IX

ASSOCIATE SERVICES

PARKING

Parking immediately surrounding Indiana Hand to Shoulder Center is reserved for patients and physicians only. Associates are permitted to park near the building for loading/unloading purposes only. Once your vehicle has been loaded/unloaded you are required to move your vehicle to an associate parking area. Associates may park in our lot just north of The Hand Center (across the access street). Parking decals are required and extra ones may be obtained through Human Resources. Cars without the appropriate decals may be ticketed and towed at the owners expense.

BULLETIN BOARDS

The glass-enclosed company bulletin board located in the associate lounge is maintained exclusively for the posting of Indiana Hand to Shoulder Center business information. Associate bulletin boards are maintained for personal notices. Personal notices will be allowed for a two (2) week period and will then be removed by Human Resources. All notices must be dated at the time of posting and must be in good taste. No associate is to post, alter, or remove any IHTSC business information from any bulletin board.

ASSOCIATE LOUNGE

Indiana Hand to Shoulder Center strives to provide a pleasant, comfortable work setting. The work areas were designed with you in mind. Rest areas and vending facilities are available for your convenience and pleasure. Since our rest areas and many of our work areas are shared with others, please be considerate in maintaining a clean environment. This includes washing and removing any used dishes, and clearing items out of refrigerator prior to each Friday evening. Items left at that time will be disposed without further notice (food and/or containers).

ASSOCIATE SUGGESTIONS

All associates are encouraged to submit suggestions pertaining to improvements, cost reduction, duplication, elimination, labor and time-saving methods, patient comfort, and similar matters. Suggestions may be directed to your immediate supervisor or any member of management.

ASSOCIATE EVENTS

Associate events are held regularly and all are encouraged to attend. Topics vary from educational sessions to Associate Luncheons. Registration for each event is required to ensure that enough materials, supplies, food, etc. are provided. These events are non-mandatory and associates are required to clock out as a normal lunch break.

RECOGNITION

Indiana Hand to Shoulder Center recognizes individual associates or groups of associates who go beyond their normal responsibilities to produce results that contribute in a major way to the success of the Practice.

Indiana Hand to Shoulder Center's Service Award Program recognizes length of service with the Practice beginning with the completion of one year with a service award pin, and further recognition at the end of

3 years, 5 years, 10 years, 15 years, 20 years and 25 years. This recognition includes a variety of award selections.

PERSONAL COMPUTER PURCHASE PROGRAM

Indiana Hand to Shoulder Center provides an associate computer purchase plan that permits associates to use payroll deductions to purchase a home computer and/or associated software, printer, and maintenance agreements. This benefit provides an interest-free payroll advance and is available to both regular full-time and regular part-time associates **who are in good standing** at the time the benefit is requested. (PRN's are not eligible to participate in the payroll deduction program, but may order a computer and pay cash prior to the order being placed).

After completing six (6) months of employment, regular full-time and part-time associates are eligible to receive credit from a minimum of \$500 up to a maximum of \$2,000 to purchase a computer along with its associated software, printer, and maintenance agreements through the associate computer purchase plan. All equipment is to be ordered through the MIS Department. If the amount of the equipment ordered exceeds \$2,000, then the portion over \$2000 must be paid in full by check **PRIOR** to the ordering of such equipment. A maximum of two quotes will be obtained for the equipment requested. The Practice cannot guarantee the dates of delivery. Once equipment is delivered, it will be the responsibility of the associate to install and maintain. Once the associate has received notification of delivery from the MIS Department, a notice will be sent to Payroll regarding the final total. The remaining balance will then be reimbursed to Indiana Hand to Shoulder Center through payroll deductions (after tax) within a 12-month period (26 consecutive pay periods).

The request must be made on attached form and submitted to your supervisor. After supervisor approves, the request will be forwarded to the Chief Operating Officer. Indiana Hand to Shoulder Center reserves the right to deny such request. Equipment will be ordered through our MIS department, not between the associate and the computer vendor.

If an associate leaves employment prior to the completion of reimbursement of total amount, the associate agrees to have the outstanding balance deducted from final paychecks. If amount is too great to deduct from final pay, associate agrees to reimburse in full the amount still owed within 30 days of termination date.

SECTION X – APPENDIX

CONTINUATION OF HEALTH CARE COVERAGE

COBRA

On April 7, 1986, Congress passed the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) (Public Law 99-272, Title X). Under COBRA, most employers sponsoring group health plans must offer covered associates and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in summary fashion, of your rights and obligations under the continuation coverage provisions of this law. (Both you and your spouse should take the time to read this notice carefully.) This notice applies to participants and beneficiaries in Indiana Hand to Shoulder Center’s Group Health Plan.

As an associate covered by our group health plan, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

If you are the spouse of a covered associate associate under our group health plan, you have the right to choose this continuation coverage if you lose group health coverage for any of the following four reasons:

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

In the case of a dependent child of covered associate under our group health plan, he or she has the right to continuation coverage if group health coverage under our plan is lost for any of the following five reasons:

1. The death of the covered associate parent;
2. The termination of the covered associate parent's employment (for reasons other than gross misconduct) or reduction in the covered associate parent's hours of employment with us;
3. The parents' divorce or legal separation;
4. The covered associate parent becomes entitled to Medicare; or
5. The dependent ceases to be a "dependent child" under our group health plan.

Under COBRA, the covered associate or a family member has the responsibility to inform our administrative office of a divorce, legal separation, or a child losing dependent status under our group health plan. Such notice must be made within 60 days of the event or the date on which coverage would be lost because of the event. The covered associate of a family member also has the responsibility for notifying our administrative office of their disabled status within 60 days of the Social Security disability determination. Indiana Hand to Shoulder Center is responsible for any notification requirements triggered by the covered associate's death, termination of employment or reduction in hours, or entitlement to Medicare.

Health Care continuation rights similar to those described above may apply to retirees, spouses and dependents, and widows, or widowers of covered retirees if the employer commences a bankruptcy proceeding and these individuals lose coverage.

When Indiana Hand to Shoulder Center is notified that one of these events has occurred, we will in turn notify you that you have the right to choose continuation coverage. Under the COBRA law, you have at least 60 days from the date you would lose coverage because of one of the events described above or from the date you receive a notice of your continuation coverage rights to inform Indiana Hand to Shoulder Center that you want continuation coverage.

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

If you choose continuation coverage, Indiana Hand to Shoulder Center is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. COBRA requires that you be afforded the opportunity to maintain continuation coverage for up to 36 months unless you lost group health insurance because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. This 18-month period may be extended to 36 months if a second event (e.g. divorce, legal separation, death, or Medicare entitlement) occurs during that 18-month period. Moreover, the 18-month period may be extended for an additional 11 months (for a total of 29 months) if an individual is determined to be disabled (under the rules for Social Security disability benefits) and Indiana Hand to Shoulder Center is notified of that determination within 60 days. The affected individual also must notify Indiana Hand to Shoulder Center when it is determined (for purposes of social security disability benefits) that the individual is no longer disabled. Beginning January 1, 1997, a covered associate may extend the 18-month period for an additional 11 months (for a total of 29 months) if he or she became disabled at any time during the first 60 days of COBRA continuation coverage.

In no event will coverage last beyond 36 months from the date of the event that originally made you eligible to elect coverage. However, COBRA also provides that your continuation coverage may be cut short for any of the following reasons:

1. Indiana Hand to Shoulder Center no longer provides group health coverage to any of its employees;
2. The premium for continuation coverage is not paid by you on time;
3. You become entitled to Medicare;
4. You become covered by another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition. Beginning with the plan year that commences January 1, 1998, if another group health plan's limitations or exclusions for pre-existing conditions would not apply to (or would be satisfied by) an individual receiving COBRA continuation coverage, then this Plan can stop making the COBRA continuation coverage available.
5. You extended coverage for up to 29 months due to your disability, and there has been a final determination that you are no longer disabled.

You do not have to show that you are insurable to choose continuation coverage. However, under the law, you have to pay the premium for your continuation coverage. There is a 30-day grace period for the regularly scheduled premium.

Effective January 1, 1997, any child born to or placed for adoption with a covered associate during a period in which the covered associate is receiving COBRA continuation coverage, becomes a dependent child as of the date of such birth or adoption.