



United Musculoskeletal Partners

Team Member Handbook

2nd Edition, 1/1/25



Dear UMP Team Member:

Welcome to United Musculoskeletal Partners. We are excited to have you join our team. Our goal is to provide our patients with the highest quality of care and support, and we believe that you will play a critical role in helping us achieve this goal.

This team member handbook is a resource for you to develop foundational knowledge of UMP, our practices, and provide valuable information that will help to ensure your future success.

As you are reviewing this handbook, you will find the Mission, Vision, and our Value LINKS included. Please take some time to review these, as they provide us with our guiding principles in our day-to-day interactions with our team, physicians, and our patients. We hope you will quickly see our Links Values in action as you engage with other UMP team members in your daily work.

Again, we are grateful you chose us. Your unique skill and perspective will be a valuable addition to our diverse and inclusive team, and we can't wait to see what we can achieve together.

We look forward to working with you and supporting you as you grow and develop in your role.

A handwritten signature in blue ink, appearing to read "A. Bateman". The signature is fluid and cursive, with a large initial "A" and "B".

Alex Bateman

Chief Executive Officer

United Musculoskeletal Partners

ABOUT THE GUIDE

This Handbook provides an overview of Company policies, benefits, and rules, as well as a general understanding of what it means to be a member of the United Musculoskeletal Partners and their Affiliated Physician Practices (collectively, “UMP” or “Company”) team. In this Handbook, we provide information on the standards for all Team Members, as we work together in service to our patients, while creating an exceptional Team Member experience.

These guidelines have been prepared for both clinical and non-clinical, full-time and part-time, exempt and non-exempt Team Members of UMP. It is meant to provide important information about your job, answer questions about your employment and explain certain Company policies. It is not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. As new situations arise, your manager will address them using the principles outlined in this document as a guide.

These guidelines are not a contract of employment. Employment with UMP is at will. That means that either you or the Company can terminate the employment relationship at any time, for any reason, with or without notice. Nothing in these guidelines modifies or alters your at will employment relationship. These guidelines are intended to comply with applicable law. Should there be a conflict between these guidelines and applicable law, applicable law prevails.

This guide is not all-inclusive, and UMP reserves the right, at any time, to substitute, modify, revoke, suspend, terminate, or change any or all terms of plans, policies, or procedures, in whole or in part, without having to consult or reach agreement with anyone, at any time, with or without notice. Finally, in the event certain provisions of the information contained within conflict with specific written plan documents, such as Team Member benefits plans, the language of the specific plan document will prevail.

Please review this information carefully. Your understanding of its contents and your suggestions for future improvements will ensure good working relationships now and in the future. If you have any questions, feel free to ask your manager or a member of the Human Resources team.



United Musculoskeletal Partners

Best-in-Class Care | Superior Patient Outcomes | Exceptional Physician Experiences

Mission & Vision

UMP aligns and connects best-in-class musculoskeletal practices that share the conviction that superior patient outcomes accelerate growth. We link these like-minded practices together through a shared services organization that fosters innovation and creates exceptional patient, team member and physician experiences.

UMP and its partner practices will set a new standard for collaboration between providers and private industry. We will demonstrate to medical providers in all fields the power of this partnership and model its ability to improve outcomes for all.

Our Links Values

Guiding and Curating Physician and Team Member Experiences



LEADERSHIP: We operate with a bias for action and hold ourselves accountable to the short and long-term commitments we make to each other and to the practices.

INCLUSION: We value diversity of backgrounds, perspectives and approaches and seek out opinions different from our own for collaborative solutions.

NEXT: We build innovative, future-facing solutions that transform the practice experience for physicians, teams and patients.

KNOWLEDGE: We complement our physician-led practices by being experts in the orthopedic landscape, patient insights and how business functions can drive superior experiences and outcomes.

SERVICE: We exist to serve and support practice teams and physicians in the pursuit of providing excellent patient care. We partner in the spirit of amplifying and enhancing patient-centric cultures already present. We believe our paths to success are intertwined and we will succeed together.

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SECTION I – WORK EXPECTATIONS

Employment at Will

Your employment at UMP is “at will,” which means that it may be terminated either by you or UMP at any time for any reason, with or without cause or advance notice. Nothing in this Handbook limits the right to terminate employment at will. This Handbook is neither a contract nor a contract offer.

This at will employment policy can be modified by UMP only by a written agreement signed by an authorized executive of UMP that specifically states that it is changing your at will status to a contract of employment for a specific duration.

BACKGROUND, PRE-EMPLOYMENT, AND ACTIVE EMPLOYMENT SCREENINGS

UMP strives to ensure that its mission and values are supported by qualified Team Members and that the workplace, its community, and the patients it serves are safe. UMP is also committed to taking appropriate steps to protect its contractual obligations, finances, property, and other assets. This policy sets forth UMP’s practice for conducting pre-employment background checks for all positions and engage in certain active employment screenings as required by job function (s) and business necessity and/or governed by regulation(s) and our contractual obligations.

Team Members’ consent to screening is required as a condition of employment with UMP. Former Team Members who return to the Company within 6 (six) months of their prior termination date may not be required to recomplete the full criminal background check screening, provided all other screenings are satisfactory, their prior termination was voluntary and there are no additional contractual/regulatory requirements that apply.

Agency contractors that have completed a background check through UMP’s vendor, which meets all of UMP’s pre-hire requirements when they were engaged on assignment with UMP, may not need to complete a new background check if they accept an offer of employment without a gap in service to UMP.

Pre-employment screening may include, but are not limited to, depending on the roles and responsibilities of a position, licensing requirements, health plan requirements, and contractual obligations the following:

- Positive Identification – SSN Trace and SSN Death Index Search
- Maiden & Alias Name Search
- Criminal Record Search – County, State & Federal Level
- Sex Offender Registry Search
- Sanction Screening (OFAC; OIG; ORI; SAM & FDA) – *ran post hire and monthly
- Employment Verification (up to 7 years prior or most recent 4 previous employers)
- Education Verification (highest level achieved)
- MVR Report (for positions requiring driving)
- Pre-employment drug screening as required by our contractual obligation and health plan partners

Information that is obtained through the background check process will be evaluated to determine whether the information is job-related and if a decision not to hire based on such information is consistent with business necessity. The evaluation of whether background check information makes a candidate unsuitable for employment will be undertaken by the VP, Talent Acquisition in consultation with Legal and/or Corporate Compliance as needed, considering the nature of the conduct and its relevance to the candidate's potential job duties and whether the decision not to hire based on such information is consistent with business necessity.

In no event will UMP inquire about or deny employment based upon a candidate's prior arrest record if the arrest did not result in a conviction. UMP follows all Fair Credit Reporting and state and federal guidelines if adverse action is taken based on a negative background check, sanction screening, or drug test result. Information shared with UMP by the candidate regarding a drug and/or alcohol problem is confidential medical information. Access to this information is limited to those who have a business need to know, or as required by law.

LICENSURE/CERTIFICATION AND ACADEMIC CREDENTIAL VERIFICATION

Licensure and/or certification are verified for positions for which the possession of it is a requirement. Verification of all represented academic credentials will be conducted for all prospective Team Members as part of the background check. An offer of employment will not be presented, or may be rescinded if previously presented, if claimed academic credentials cannot be verified.

If UMP is unable to verify any credentials, certification, education, licensure, or any other qualification (s) that an individual claims to possess, UMP reserves the right to:

- Rescind the offer of employment.
- Not consider the individual for future employment indefinitely.
- Release that individual from current employment, if applicable.

SCREENINGS AGAINST EXCLUSION DATABASES

UMP will conduct verifications against the required databases prior to employment in accordance with Corporate Compliance's Review of Exclusion and Identification Databases.

DRUG TESTING

UMP requires all candidates selected for hire to undergo a pre-employment drug test to determine the presence of drugs or controlled substances in the candidate's system. A candidate's refusal or delay beyond the mandated time frame to submit to pre-employment drug testing may result in immediate rescission of the offer of employment.

In the event a candidate makes a diligent effort to complete drug testing within the required timeframe but is unable to do so due to circumstances completely outside their control, Human Resources and Legal may review and approve granting of additional time to complete testing. Such exceptions are evaluated on a case-by-case basis and require the candidate to supply sufficient proof of their efforts to comply with this policy.

RESCREENING OF ACTIVE TEAM MEMBERS

In compliance with our contractual agreements (where applicable) and regulatory requirements, UMP will initiate additional post-employment verifications through a third-party vendor, where required. In these situations, any adverse findings on the verifications of actively employed Team Members will be reviewed by the Human Resources and Legal department to assess the potential risks and liabilities related to the Team Member's current job responsibilities and determine whether the adverse findings might affect the Team Member's employment.

OPEN DOOR POLICY

UMP strives to create a positive work environment for our Team Members. We accept and acknowledge our responsibility in maintaining a place where everyone's voice is heard, where issues are promptly raised and resolved, and where communication flows across all levels of the Company.

The essence of UMP's Open Door Policy is open communication in an environment of trust and mutual respect that creates an atmosphere for collaboration, growth, high performance, and success across the Company. However, in any work environment there will be occasions when concerns and complaints arise, and misunderstandings occur. When you have a problem or concern, you should discuss it with your manager and/or Human Resources.

If the suggestion, problem, or complaint is not satisfactorily resolved by your immediate manager, or if the problem or concern involves your immediate manager, the Team Member may contact the next level of management or a member of senior management, and/or Human Resources.

Team Members may bring issues to a Human Resources Representative at any time.

When a Team Member uses this Open Door Policy, he/she will receive an answer promptly. While the Company may not be able to provide the solution that you desire, we will listen to your concerns and have frank and open communication with you regarding any issue you feel needs to be brought to Management's attention.

Team Members may utilize the Open Door Policy without fear of retaliation for using it. Every effort will be made to render a fair and just decision. Once the decision is made, an explanation will be given to the Team Member who brought the suggestion, problem, or complaint.

COMMITMENT TO COMPLIANCE

UMP strives to provide high quality patient care and practice management services while adhering to the highest ethical standards and complying with all applicable laws. In support of this commitment, we have put in place a Compliance Program, including the UMP Code of Conduct, which provides a compliance roadmap for the Company and its Team Members. All UMP Team Members must read and comply with the UMP Code of Conduct.

REPORTING A COMPLIANCE CONCERN:

If you have compliance concerns, please discuss them with your Manager or please direct your concerns to the Compliance Department at compliance@umpartners.com.

You may also confidentially and anonymously report whatever issues or concerns you have through the UMP Compliance Hotline (1-844-979-4934 or the Compliance Reporting Website (www.UMP.ethicspoint.com)).

No Team Member will be retaliated against for reporting a compliance concern under this policy. If you believe you have been subjected to retaliation for reporting a compliance concern, notify the Chief Compliance Officer, Human Resources, your manager, or any member of management promptly, so that UMP may investigate the matter and take appropriate action, if warranted.

Equal Employment Opportunity (EEO)

UMP strives in providing equal opportunity for all applicants and Team Members without regard to factors such as sex, gender, race, color, national origin, age, religion, disability, military service, pregnancy, genetic information, sexual orientation, gender identity, and marital status, or any other legally protected status. This policy applies to every aspect of employment including recruiting, hiring, training, advancement, work assignments, compensation, benefits, discipline, reductions, transfers, termination, and all other terms, conditions, and privileges of employment.

If you believe you have been a victim of discrimination or harassment, or you have reason to believe discrimination or harassment is occurring or has occurred in the workplace, you should, without fear of reprisal, contact either your manager or notify Human Resources.

Complaints or reports of discrimination or harassment will be kept as confidential as possible under the circumstances. The Company will investigate reported discrimination or harassment and will, if necessary or warranted, take appropriate corrective action. The Company tolerates no form of retaliation, intimidation, interference, or discrimination against a Team Member or applicant for making a complaint or participating in an investigation.

REASONABLE ACCOMODATIONS

UMP strives to comply with all applicable provisions of the Americans with Disabilities Act, as amended ("ADA") and state laws prohibiting discrimination on the basis of disability as defined by the ADA and state law. Company policy is to not unlawfully discriminate against any qualified Team Member or applicant with regard to the terms or conditions of employment because of such an individual's disability or perceived disability. Consistent with this policy of nondiscrimination, UMP will reasonably accommodate a qualified individual with a disability, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company.

In order for an accommodation to be "reasonable," it should ordinarily be an accommodation that allows the Team Member or applicant to perform the essential functions of their job now or in the near future. Team Members with disabilities who believe they need reasonable accommodation to perform

the essential functions of their job should notify their Manager and Human Resources. The Company encourages individuals with disabilities to come forward and request accommodation(s) that are reasonable. Upon receipt of an accommodation request, UMP will engage in an interactive process with the Team Member to review accommodation options that are (1) reasonable and (2) do not create an undue hardship to the organization or otherwise pose a direct threat to health or safety.

A Team Member or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify Human Resources immediately.

NO HARASSMENT/NO DISCRIMINATION POLICY

UMP strives to maintain a work environment free of unlawful discrimination or harassment. Harassment includes engaging in or encouraging unwelcome behavior that is threatening, humiliating, bullying, embarrassing, or intimidating. Workplace discrimination or harassment based on an individual's sex, gender, race, color, national origin, age, religion, disability, military service, pregnancy, genetic information, sexual orientation, gender identity, and marital status, or any other legally protected status, is strictly prohibited and will not be tolerated.

SEXUAL HARASSMENT

Sexual harassment is one form of illegal harassment and violates this policy. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature, when:

- Submission to the conduct is made as a condition of employment, either explicitly or implicitly.
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed individual. Some examples of employment decisions are hiring, promotions, performance ratings, salary increases or preferred work assignments.
- Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creates an intimidating, hostile or offensive work environment.

This policy prohibits unlawful harassment regardless of the sex or gender identity of the individuals involved. Engaging in such conduct through written communications or by originating, forwarding or accessing electronic communications via texting, email or the Internet is also specifically prohibited.

OTHER FORMS OF PROHIBITED HARASSMENT

It is a violation of this policy for a Team Member to engage in unwelcome and offensive conduct on the basis of a Team Member's sex, gender, race, color, national origin, age, religion, disability, military service, pregnancy, genetic information, sexual orientation, gender identity, and marital status, or any other legally protected status, which has the purpose or effect of interfering unreasonably with another Team Member's work performance or creating an intimidating, hostile or offensive working environment.

NON-COMPANY TEAM MEMBERS OR VENDORS

Prohibitions against harassment also apply to third parties, such as vendors, patients and visitors. When non-Team Members are present at our workplace or interact with our Team Members (including through electronic communications), we expect them to adhere to the same standards of conduct that we expect of our Team Members. A Team Member who feels harassed or discriminated against, either sexually or based on membership in a protected class, should use the reporting procedure below. Conversely, harassment or discrimination by UMP Team Members against non-Team Members (including patients, vendors, visitors, and members of the public) is strictly prohibited.

REPORTING PROCEDURES

If you are subjected to harassment or discrimination by a Team Member or any other person(s) you encounter in your work, such as patients, visitors, or vendors of UMP, you should do the following:

Step 1:

If you feel comfortable, tell or notify the offending person that such conduct is not welcome and should stop.

Step 2:

In addition to, or in lieu of, Step 1, immediately report the incident or your complaints to your manager. However, if you believe it would be inappropriate to discuss the matter with your manager, or if you are uncomfortable discussing the matter with your manager, report the matter to Human Resources or any other member of executive management at the Vice President level or above.

Even if you are uncomfortable or are unwilling to follow Step 1, you should immediately report the incident, or your complaints as discussed in Step 2.

Step 3:

If additional incidents occur, you should immediately report them to Human Resources. The Company will investigate any reported incident. Complaints and actions taken to resolve complaints of harassment will be handled as confidentially as possible without impeding the investigation. Retaliation against a Team Member merely for making a good faith claim of harassment is prohibited.

The Human Resources Department's door is always open. Individuals may bring complaints of violations of this policy directly to Human Resources at any time.

Violations of this harassment policy, including retaliation against a person who brings a claim pursuant to this policy, may result in disciplinary action up to and including termination.

Team Members are required to cooperate with the Company's investigation by (a) making themselves available to speak with interviewers and (b) providing honest and accurate answers to all questions.

NON-RETALIATION POLICY

Our No-Retaliation policy describes our provisions regarding Team Members who report harmful, discriminatory, or unethical behavior. Consistent with this commitment, UMP strictly prohibits any form of retaliation against a Team Member for bringing a formal claim against the Company or communicating with an outside agency.

If you believe that you or someone else has been retaliated against in violation of this policy, immediately notify Human Resources so that the situation can be investigated. Team members who have concerns about retaliation may also contact the Compliance Department at compliance@umpartners.com or report via the UMP Compliance Hotline (1-844-979-4934 or the website www.UMP.ethicspoint.com).

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

PERSONAL OR ROMANTIC RELATIONSHIPS

When relatives or persons in a Romantic Relationship work on the same team or in the same office of an organization, it can cause problems at work. In addition to claims of favoritism and morale issues, personal conflicts can sometimes carry over to the workplace. Therefore, a Team Member may not directly work for or supervise a relative or someone with whom he or she is involved in a romantic relationship. Failure to disclose a personal or Romantic Relationship of this nature may result in disciplinary action, up to and including termination.

- “Relative” is defined as any person who is related to a Team Member by blood or marriage, or whose relationship with the Team Member is similar to that of a relative including domestic partners.
- “Romantic Relationship” is generally defined as a relationship that might reasonably be expected to lead to a consensual “romantic” or intimate relationship or already involves romantic or intimate activity.

If marriage, promotion or another action creates this situation, it is the responsibility and obligation of the Team Members involved to promptly disclose the relationship to management. UMP reserves the right to take affirmative steps toward minimizing potential problems created in those instances. For example, the individuals involved may be presented with options including transfer, demotion or resignation.

If a Romantic Relationship between a Physician or Manager and a subordinate develops, it is the responsibility and mandatory obligation of the Physician or Manager to promptly disclose the existence of the Romantic Relationship to the Human Resources Department. The subordinate Team Member may also make the disclosure.

Upon notice, the Manager and the Team Member will not thereafter be permitted to work together on the same projects; including projects pending at the time the disclosure of the Romantic Relationship is made. The Manager must withdraw from participation in activities or decisions, including but not limited to hiring, evaluations, promotions, compensation, work assignments, discipline and discharge that may reward or disadvantage the Team Member with whom the Manager is involved. UMP reserves the right

to take all steps it deems appropriate and necessary to rectify the situation, including termination of employment.

In addition, UMP reserves the right to apply this policy to situations where there is a conflict, or the potential for conflict of interest, due to the relationship between Team Members, even if there is no direct-reporting relationship.

In order for UMP to deal effectively with any potentially adverse consequences such a relationship may have on the working environment, any person who believes that he or she has been adversely affected by such a relationship, apart from its disclosure, should report the matter to the Human Resources Department.

This policy applies without regard to gender and without regard to the sexual orientation of the participants in the relationship.

SECTION 2 – WORKPLACE SAFETY AND HEALTH

DRUG-FREE WORKPLACE

UMP strives in providing a safe working environment for Team Members and patients, and therefore, complies with all state-specific workplace policies in states where UMP operates. The ultimate goal of the Drug-Free Workplace policy is to balance respect for our Team Members' privacy with the need to provide a safe, productive, drug-free workplace.

WORKPLACE VIOLENCE POLICY

UMP strives to provide a safe workplace that is free from acts of violence or threats of violence. To ensure a safe workplace and to reduce the risk of violence, Team Members should review and understand the provisions of this policy. In keeping with this commitment, UMP does not tolerate any type of workplace violence committed by or against Team Members, patients, visitors, or any other people who either are on its premises or have contact with Team Members in the course of their duties.

This list of behaviors provides some examples of prohibited conduct:

- Causing physical injury to another person.
- Making threatening remarks.
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging Company property or property of another Team Member.
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

If you believe you have been subjected to or threatened with violence by another individual or if you have witnessed a violent situation, you must immediately report this to your Manager and Human Resources.

Team Members should promptly inform the Human Resource Department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Team Members are encouraged to report any safety concerns with regard to domestic partner violence. UMP is committed to supporting victims of domestic partner violence by providing referrals to the UMP team member assistance program (EAP) and community resources as requested/appropriate.

Team members should call 911 (emergency services) in any situation that poses an immediate threat to life, safety, property, or to the environment.

SMOKE-FREE ENVIRONMENT/TOBACCO-FREE WORKPLACE

UMP fully supports the desire for a smoke-free workplace and requires us to enforce a strict no smoking policy. The law defines smoking as the “act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind.”

Smoking and the use of tobacco in any form (including cigarettes and “spit tobacco” or e-cigarettes) is prohibited inside UMP work sites/ buildings. This includes any work area, private offices, conference rooms, restrooms, stairwells and elevators. Smoking is allowed only in designated areas outside the building, if applicable. When you smoke in authorized areas, please be sure to dispose of your cigarettes in the proper receptacles.

This policy applies to all Team Members, temporary Team Members, student interns, patients, visitors and vendors. In addition, any local government ordinances and/or any applicable Property Management policies are to be adhered to.

Team Members who violate the smoking policy will be subject to disciplinary action up to and including termination.

VISITORS IN THE WORKPLACE

For the safety and security of our Team Members and facilities at UMP, and to ensure no unauthorized access to patient Protected Health Information (as defined by HIPAA and applicable state patient privacy laws), only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards Team Members’ welfare and avoids potential distractions and disturbances. “Visitors” includes former Team Members, friends, family, and vendors.

All visitors should enter UMP and its affiliated practices at the reception area and be required to sign a visitor’s log. Authorized visitors will receive a visitor identification/badge and be escorted to their destination. Team Members are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on UMP premises, Team Members should immediately notify their manager and, if necessary, direct the individual to the reception area.

NO SOLICITATION/NO DISTRIBUTION

UMP recognizes that you may have interest in events and organizations outside the workplace. To avoid disruption of work, no Team Member shall be permitted to engage in solicitation for any purpose during working time or the working time of the person being solicited. “Working time” means any time that Team Members are expected to be performing their job and not on break. Likewise, Team Members shall at no time engage in distribution of any material in working areas. Literature, notices or other material of any kind may not be posted or distributed in the working areas of any Team Members at any time. Persons who are not Team Members of UMP will not be permitted to come onto Company premises for the purposes of making solicitations of any kind to Team Members, or posting or distributing literature, notices, messages, or material of any kind. Team Members may participate in the collection of goods or funds for limited charitable organizations as approved by the site management

team. This policy extends to the use of Company technology systems. No Team Member may use any component of UMP technology systems in a manner that violates the No-Solicitation/No-Distribution policy.

The Company respects your right to communicate on your own (or other Team Members') behalf concerning terms and conditions of employment. Nothing in this policy is intended to interfere with your rights under federal and state laws, including the National Labor Relations Act nor will the Company construe this policy in a way that limits such rights.

EMERGENCY CLOSING/INCLEMENT WEATHER

Emergencies such as severe weather, fires, power failures or earthquakes can disrupt Company operations. In extreme cases, these circumstances may require temporarily ceasing operations. In the event that such an emergency occurs during nonworking hours, efforts will be made by management to communicate the notification of the temporary closing through Company communication channels and local mediums if possible.

In cases where an emergency closure is not authorized, Team Members who are unable to get to work, or fail to report to work, will not be paid for the time off. Team Members will be required to use available paid time off or the time missed will be unpaid.

Please consult with your manager, or local practice policy for additional details.

SAFETY

UMP works consistently to maintain safe and healthy working conditions, to adhere to proper operating practices and procedures designed to prevent injury and illness, and to comply with federal, state, and local occupational health and safety laws.

Team Members should:

- Exercise reasonable care to prevent accidents and injuries;
- Report and seek first aid for all injuries, regardless of how minor;
- Report unsafe conditions, equipment, or practices to management;
- Use safety equipment and personal protective equipment (PPE) provided by the Company when appropriate; and
- Notify your managers, before the beginning of the workday, of any medication you are taking that may cause drowsiness or other side effects that could lead to injury to you or your co-workers.

WORKERS' COMPENSATION

UMP provides workers' compensation at no cost to Team Members. The program covers injury or illness sustained in the course of employment.

Team Members who sustain work-related injuries or illnesses should inform their manager immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible Team Member to qualify for coverage as quickly as possible.

For more information regarding benefits, you may be entitled to under this program, contact Human Resources.

SECTION 3 – COMPENSATION AND HOURS OF WORK

EMPLOYMENT CATEGORIES/DEFINITIONS

Team Member Classifications

Team Members will be informed of their Team Member classification at the time of hire (e.g., via their offer letter) or at the time of promotion or transfer if any change in their current position occurs. Because most Team Members are hired for an unspecified duration, assignment to any classification does not guarantee employment for any specific length of time. Regardless of classification, employment is at will.

All Team Members are classified as non-exempt or exempt according to the following definitions:

- **Non-Exempt:** Full-time or part- Team Members who are subject to the payment of daily and weekly overtime as required by federal and state law based on job responsibilities and duties.
- **Exempt:** Full-time or part-time Team Members who are exempt from overtime provisions of federal and state laws due to job duties and responsibilities that meet the exemption criteria established under the U.S. Department of Labor's Fair Labor Standards Act (FLSA).
- **Full-time Team Members:** those who are regularly scheduled to work an average of at least 30 hours per week. These team members are eligible to participate in the full suite of UMP benefit plans. Most full-time Team Members work 40 hours per week, but the manager or each department makes the determination of the required work hours.
- **Part-time Team Members:** those who are regularly scheduled to work less than 30 hours per week for a period of six months or longer. These Team Members are ineligible to participate in UMP benefits; however, they are eligible to participate in the Company's 401(k) plan.

HOURS OF WORK

To meet patients' needs, hours of work vary throughout UMP. Regular and punctual attendance is an essential function of the job.

Staffing needs and operational demands may necessitate variations and adjustments in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. You should expect some weekend and holiday work dependent upon work demands.

REST AND MEAL PERIODS

Breaks, whether for a meal or just some downtime, are considered your personal time. We encourage you to leave the work area to eat and relax. That way, you are really taking a break. While on break, please do not interfere with or distract other Team Members who are working.

Your manager will schedule meal and rest periods to accommodate operating requirements. Please show consideration for co-workers by returning promptly from all breaks. If state law provides rest and meal break requirements, UMP will comply with all applicable state laws.

LACTATION SUPPORT

UMP will provide a reasonable amount of break time to accommodate a Team Member desiring to express breast milk for the Team Member's infant child. Team Members needing breaks for lactation purposes may use ordinary rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with meal and rest breaks already provided to the Team Member. If the lactation break time cannot run concurrently with meal and rest breaks already provided or if additional time is needed, please consult with your manager.

Team Members needing breaks for lactation purposes will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, Team Members should work with their manager or Human Resources Representative and Site manager regarding scheduling and reporting the extra break time. Where state law imposes more specific requirements regarding the break time or lactation accommodation, UMP will comply with those requirements.

Because exempt Team Members receive their full salary during weeks in which they work, all exempt Team Members who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

UMP will provide Team Members with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. UMP will make a reasonable effort to identify a location within a reasonable proximity to the work area for the Team Member to express milk. This location may be the Team Member's private office, if applicable.

UMP will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

Team Members should discuss the location of the lactation area and storage of expressed milk with their Human Resources Representative and Site manager. In addition, Team Members should contact their Human Resources Representative during their pregnancy or before their return to work to identify the need for a lactation area.

TIMEKEEPING

To ensure proper payment of all hours worked, non-exempt Team Members are responsible for accurately recording time in the Paylocity Time and Attendance module at the start and end of their shift and the start and end of meal periods. It is your responsibility to verify your time records to certify the accuracy. Mistakes in time recording should be reported immediately to your manager.

Non-exempt Team Members should report to work no more than 5 minutes prior to their scheduled start time and stay no more than 10 minutes after their scheduled stop time without authorization from their manager. This will help ensure that overtime work will always be approved before it is performed.

Non-exempt Team Members must NEVER work off the clock. All time worked must be properly recorded. Non-exempt Team Members must record all time worked, and if a non-exempt Team Member is ever asked to work off-the-clock by a manager, the non-exempt Team Member must immediately report the incident to Human Resources so that an investigation can be conducted.

Falsifying time records is a serious matter. Team Members should be careful not to enter false time, tamper with time records, or record other Team Members' time for them. If you do any of those things, you may be subject to disciplinary action up to and including termination.

WORK WEEK

For overtime purposes, the workweek runs from Sunday, 12:00 A.M. to Saturday, 11:59 P.M. Non-exempt Team Members will be paid overtime for all hours worked in excess of 40 hours in a workweek or as otherwise required under applicable state law.

PAY PRACTICES

PAYDAYS

All non-physician Team Members are paid bi-weekly on every other Friday for the prior two-week period starting on Sunday through Saturday of the following week resulting in 26 pay periods per year.

Physicians may be paid monthly, semi-monthly or bi-weekly as outlined in their employment agreement. If a regularly scheduled payday falls on a holiday, Team Members will receive pay on the prior day before the regularly scheduled payday.

Your earnings statement will provide information such as your gross earnings, taxes withheld and itemized deduction details.

In the unlikely event there is an error in the amount of pay or your deductions, you should immediately notify your manager or payroll so that corrections can be made. A "payroll error" is when you are paid more or less than you should have been paid. The Company will promptly investigate any concerns and take any necessary action to remedy the issue. There will be no retaliation against anyone who reports a payroll error.

DIRECT DEPOSIT

UMP encourages Team Members to use direct deposit to receive their pay. Direct deposit means that UMP will deposit your pay directly into your bank account and you will not receive a physical paycheck. If a Team Member wants to receive their pay by other means, please contact Human Resources.

UMP reserves the right to correct any such electronic funds transfer resulting from an erroneous overpayment by debiting the account to which the overpayment was deposited to the extent of such overpayment within the same payroll period. Payroll and HR will communicate with team members on repayment options for erroneous overpayments discovered after the payroll period that the overpayment occurs.

ONLINE PAY STATEMENTS

Upon pay day, you will have online access to an earnings statement explaining your pay as part of the self-service feature in Paylocity. Each direct deposit includes pay for all work performed through the end of the previous payroll period. The online earnings statement will clearly define all of your earnings and deductions for the pay period. Team Members will be provided with the option to print their electronic paystubs and information for tax reporting.

OVERTIME

UMP makes a concerted effort to schedule and finish all work within a normal workweek. However, due to high operating demands, overall workload, or absenteeism, it may be necessary to schedule work past your normal work schedule or on the weekend. Should the need arise, the Company expects your cooperation in working the overtime assignment.

When practical, UMP will try to give Team Members advance warning of the need for overtime. Attempts will be made to distribute overtime assignments fairly among all Team Members who are qualified to perform the required work.

UMP adheres to overtime regulations set forth by state and federal laws. Overtime is defined as physical time worked in excess of 40 hours in any workweek or as otherwise required by state law. Please note that PTO, Holiday, Jury Duty, Bereavement or any non-work time does not count towards the calculation for overtime. Non-exempt Team Members are paid for overtime at a rate of one and one-half times their regular rate of pay and required to record all hours worked in the Paylocity Time and Attendance module.

All overtime work by non-exempt Team Members should be authorized in advance by their manager and approved through the time keeping process in Paylocity. Working overtime without prior authorization is a violation of Company policy. Team Members will be appropriately compensated for all overtime worked, regardless of whether or not it is authorized, but may be subject to disciplinary action if they repeatedly work overtime without prior authorization.

COMPENSATION PHILOSOPHY

At UMP, we are committed to attracting and retaining qualified Team Members by providing fair and competitive pay. Our compensation pay structure within and across departments factors in market benchmarks, role requirements (scope and complexity), and education and relative experience, as well as demand for such roles.

Merit Review - Pay Increases

Pay increases awarded during employment with UMP are given on the basis of merit and depend on factors such as the pay range for the position, the Team Member's job duties and training, performance and contribution, and other factors determined by leadership to be relevant. Approved merit increases will be included as part of the Team Members' annual performance review. Annual pay increases are not automatic, and every pay increase will be at the discretion of UMP leadership and in compliance with UMP policy and federal and state regulatory requirements.

Your Compensation is more than just your pay, it is one component of UMP's overall Total Rewards Program. Your Total Rewards package also includes an array of benefits to help you take care of yourself and your family, including health, wellness, retirement savings, and time-off programs.

TRAVEL POLICY AND EXPENSE REIMBURSEMENT

Team Members are expected to respect and protect Company assets when making travel decisions. The goal of UMP is to provide comfort and safety at the lowest possible cost. Please submit timely, complete and accurate expense reports following your business travel and provide receipts for all expenses. Accuracy in expense reporting is critical. Falsification of expense reports can lead to disciplinary action up to and including termination.

Expenses that will generally be reimbursed include:

- Business Meals, per diem allowed.
- Airfare for travel in coach, economy class or the lowest available fare.
- Car rental fees for compact or mid-sized cars.
- Fares for shuttles, airport bus service or public transportation.
- Taxi fares, only when there is no less expensive option.
- Mileage costs for use of personal cars.
- Cost of standard accommodations in low- to mid-priced hotels.

When an hourly or non-exempt salaried Team Member travels, time spent participating in the meetings or training programs is considered hours worked for computing hourly compensation and overtime compensation. Non-exempt Team Members are requested to travel during normal business hours. This assumes that the meeting or training program was at the request of the Company and for the Company's benefit. UMP reserves the right to refuse reimbursement for expenses that are deemed to be excessive or non-business related.

Please refer to the UMP Travel and Expenses Policy in Paylocity for detailed information on approved expenses. In addition, please see your manager for more information on the travel policy and procedures for expense reimbursement.

SECTION 4 – MANAGING CONFLICTS & TRANSITIONS

CONFLICTS OF INTEREST

Team Members must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. In the course of UMP business dealings, an actual or potential conflict of interest occurs when a Team Member is in a position to influence a decision that may result in personal gain for that Team Member or a relative. All managers are required to complete a Conflict-of-Interest Disclosure Questionnaire on an annual basis.

Although we cannot list every activity or relationship that would create either an actual or potential conflict of interest, examples of activities that violate this policy include the following:

- Being employed by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while employed by UMP;
- Hiring or supervising family members at UMP;
- Serving as a board member for an outside commercial company or organization that conducts business with or competes against UMP;
- Owning or having a substantial interest in a competitor, supplier or contractor;
- Accepting gifts, discounts, favors or services from a customer or potential customer, competitor or supplier, unless equally available to all UMP Team Members;
- Using the resources of our Company for personal gain; or
- Using your position in our Company for personal gain including bribes or special fringe benefits.

Team Members with a question about a potential conflict of interest should seek advice from their manager or the Human Resources Department prior to engaging in any activity, transaction or relationship that might give rise to a conflict of interest.

OUTSIDE EMPLOYMENT

UMP recognizes that you may, from time to time, accept secondary employment, volunteer work, or participate in other activities and organizations. You are, however, expected to be available for all scheduled work at UMP, including overtime work as needed.

Any outside employment or interest that negatively affects your job attendance or performance, is in direct competition with UMP, or results in a conflict of interest will not be permitted. UMP holds all Team Members to the same performance standards and scheduling expectations whether or not they have other jobs. If UMP determines that a Team Member's outside work interferes with performance or the ability to meet the requirements of UMP as they are modified from time to time, the Team Member may be asked to terminate the outside employment if he or she wishes to remain employed with UMP.

You should speak with your manager or Human Resources if you encounter a situation that appears to be in violation of this policy.

HIRING OF RELATIVES

Relatives of UMP Team Members are generally considered for employment on the basis of their qualifications. However, to avoid a conflict of interest, or the appearance of impropriety, no immediate family member may report directly to a team member who is a member of the same immediate family. Additionally, immediate family members working in the same office requires disclosure to management and director-level approval.

Immediate relatives are defined as the following:

- Spouse/Domestic Partner
- Mother/Father
- Parent
- Child
- Brother/Sister
- Grandparent
- Grandchild
- Mother/Father-in-law
- Stepbrothers, stepsisters, stepchildren, stepparents
- Any individual with whom a Team Member has a close personal relationship or cohabitates

INTERNAL MOBILITY

To be successful in a rapidly changing marketplace, UMP must be able to attract, recruit and retain a highly skilled and diverse workforce.

Any UMP Team Member who has completed at least one (1) year of active service with UMP and has been in their current assignment for at least six (6) months may apply for posted/open jobs. The Team Member will inform the Human Resources Department that they are interested in an open position. Human Resources will advise the Team Member on specific procedures to apply for an open position. Team Members are required to inform their manager of their intent to apply for an open position within UMP.

* Clinical Team Members: Minimum of 12 months continuous service in current position, or the approval of the Team Member's current manager or Human Resources Director.

Please refer to the Internal Mobility Policy located on your Paylocity Self Service Portal.

TEAM MEMBER REFERRAL PROGRAM

To encourage team members to assist UMP in our ongoing search for qualified applicants for open positions, UMP maintains a Team Member referral program. The referred candidate must be hired and remain employed for at least 12 consecutive months. Details of the qualifications are in the Team member Referral Program on the Paylocity Self Service Portal.

TERMINATION OF EMPLOYMENT

It is the Company's goal to create an environment that encourages and rewards long-term employment; however, Team Members are free to exercise their employment at will and resign from UMP at any time for any reason or for no reason. However, the courtesy of a two-week notice is expected.

VOLUNTARY TERMINATION

When a Team Member initiates a resignation, the separation is considered voluntary. If a Team Member is absent for two days without notifying UMP of the reasons for or the anticipated length of the absence, he or she may be considered to have voluntarily resigned without further notification from UMP. Exceptions may be made where, due to a medical emergency, a Team Member is unable to contact UMP. The last day actually worked is the date of separation.

Failure to contact the Company concerning a leave extension, or failure to return to work from an approved leave of absence within the time limits specified by the Company, may be considered a voluntary termination. The date of the expiration of the leave will be the date of separation.

The Company asks that you provide your manager with a minimum two-week notice of your intent to resign to assist in the smooth transition of your job duties. At Company's sole discretion, you may be offered pay in lieu of notice in order to effectuate a shorter transition period. All resignations must be

confirmed in writing with the effective date. In the event of conflict between the voluntary termination policies in this guidebook and the termination provisions of your employment agreement, the termination provisions of the employment agreement shall prevail.

INVOLUNTARY TERMINATION

An involuntary termination is one that is initiated by UMP. Please keep in mind that your employment is “at will.” The Company may elect to terminate your employment for any legal reason, with or without cause, and with or without notice. The date of separation is the Team Member’s last day worked.

FINAL PAY

All final compensation due to Team Members, either because of voluntary or involuntary termination, will be paid the next regularly scheduled payday unless otherwise required by applicable state law, see applicable state addendum section of this guide.

RETURN OF COMPANY PROPERTY AND PROPRIETARY INFORMATION

If your employment terminates for any reason, at time of separation, you must return all UMP property, including cell phones, business materials, credit cards, keys, security cards, software, computer hardware and any other Company property that may be in your possession. As part of your exit process, you will receive guidance from your manager on how and where to return Company property. In addition, UMP reserves the right to remotely delete the Company’s email and other data off your device without warning consistent with the UMP Acceptable Use Policy.

HEALTH CARE CONTINUATION/COBRA

Upon termination, the benefits coverage ends on the last day of employment. You will receive an application form to continue certain benefits at your own expense under COBRA. Following COBRA coverage, you may have additional health insurance conversion rights.

EMPLOYMENT REFERENCES/INCOME VERIFICATION

For security purposes all requests for employment references must be directed to The Work Number (see contact information below) and will be answered only by disclosing:

1. The most recent hiring date.
2. The date of most recent separation from UMP.
3. Position held.

You can reach The Work Number 24/7 at:

The Work Number

www.theworknumber.com

800-367-5690, M-F 8:00am-8:00pm ET

UMP Employer Code: 4560601

Physician Practice Providers: Contact UMP HR Shared Services for individual code.

If you have questions or need assistance after reviewing The Work Number site, contact your local Human Resources.

Income verification is available through your local Human Resources department.

SECTION 5 – STANDARDS OF CONDUCT AND PERFORMANCE

PROFESSIONAL CONDUCT WITH PATIENTS AND THIRD PARTIES

UMP expects Team Members to act in a professional manner whenever on Company property, conducting Company business or representing the Company at business or social functions. Team Members who act unprofessionally will face discipline, up to and including termination.

Although it is impossible to give an exhaustive list of everything that professional conduct means, it does, at a minimum, include:

- Following all rules that apply to you;
- Treating co-workers, patients and vendors with patience, respect, and consideration;
- Looking for opportunities to resolve problems and improve processes;
- Following all lawful instructions and not being insubordinate;
- Refraining from harassing, vulgar, or outrageous behavior;
- Refraining from ridicule and hostile jokes;
- Cooperating and complying with UMP's request for information related to work-related investigations; and
- Ensuring compliance with the Non-Discrimination and Non-Harassment Policies.

[None of the standards, above or below, shall be applied in a way that interferes with a Team Member's right to engage in concerted protected activity as guaranteed by Section 7 of the National Labor Relations Act.]

NEWS MEDIA

In order to ensure that the information UMP provides to the media is accurate and consistent, the Company has a process that must be followed by all Team Members at all times. All media inquiries received by a Team Member must be referred to communications@umpartners.com.

Team Members should not attempt to answer questions, even ones they feel qualified to answer on behalf of UMP, without approval by and in conjunction with the UMP Marketing and Communications department. Media inquiries take many different forms. Some include:

- Media Inquiries received by a UMP Team Member in the workplace or at home (phone, text, email, written correspondence, etc.);
- Inquiries received by a UMP Team Member at a trade show, conference, or seminar;
- Vendors or suppliers requesting that UMP Team Members interact with media on their behalf (usually to endorse the supplier's product or service);
- Media outlets appearing at a UMP work location requesting to shoot video or pictures.

Because media outlets operate under extremely tight deadlines, you should immediately refer these and all types of media inquiries to your direct Manager and/or communications@umpartners.com. Only designated representatives are authorized to speak on behalf of UMP to the media. This includes all online social media platforms.

SOCIAL MEDIA

This policy applies to all UMP Team Members.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow Team Members or otherwise adversely affects patients, vendors, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action, up to and including termination.

Know and follow the rules:

Carefully read these guidelines, the Conflict-of-Interest Policy, and the Non-Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including termination.

Be respectful:

Always be fair and courteous to fellow Team Members, patients, vendors, or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage patients, Team Members or vendors, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

Be honest and accurate:

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it promptly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow Team Members, patients, vendors, and people working on behalf of the Company.

Post only appropriate and respectful content:

- Maintain the confidentiality of the Company trade secrets and private or confidential information, including any protected health information under HIPAA. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are a Team Member and make it clear that your views do not represent those of the Company, fellow Team Members, patients, suppliers, or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company.”

Using social media at work:

Refrain from using social media while on working time or on equipment we provide unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy. Do not use the Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited:

The Company prohibits taking negative action against any Team Member for reporting a possible deviation from this policy or for cooperating in an investigation. Any Team Member who retaliates against another Team Member for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

STANDARDS OF CONDUCT

When groups of people work together, reasonable rules are necessary to conduct orderly business and make working conditions more pleasant for everyone. The following, while not intended to be all-inclusive, are examples of Team Member conduct that are prohibited and will subject the Team Member to disciplinary action, up to and including termination:

- Unauthorized possession or removal of Company equipment, Company property, or property of another Team Member or customer;
- Violation of Company policy, including but not limited to, the Standards of Conduct, Anti-Harassment and Discrimination Policy, Alcohol and Drug Policy, Workplace Violence Policy, Equal Employment Opportunity or Electronic Communications Policy;
- Destruction of, or intentional damage to, Company property or property of another individual, Team Member or customer;
- Violation of the Attendance Policy including excessive absenteeism, tardiness or absence without notice;
- Submitting (orally or in writing) maliciously false or inaccurate information to the Company for any reason, including but not limited to time records, employment application, personnel records, expense reports, medical information, leave of absence requests or information provided during the course of an investigation or audit;
- Misappropriation of Company assets to include misuse of Company credit cards;
- Insubordination;
- Possession of firearms, weapons or other dangerous materials while engaged in Company business or on Company property;
- Posting, tampering with, or removing any material on Company bulletin boards on Company property at any time unless specifically authorized by management;
- Poor job performance;
- Fighting or disorderly conduct;
- Abusive, profane, harassing, or threatening language toward another Team Member, patients, or vendor;
- Improper use or disclosure of Confidential Information as defined in these guidelines, including any trade secrets or proprietary information and Protected Health Information under HIPAA;
- Smoking in any Company building, vehicle or designated “no smoking” areas;
- Sleeping on the job, leaving work without notice or permission, or performing non-work activities during working time;
- Outside employment involving a conflict of interest;

- Use of Company property for inappropriate or non-business purposes. This includes unauthorized or inappropriate use of equipment, unauthorized telephone calls or misappropriation of office supplies, postage or delivery service shipping;
- Bringing in or working on unauthorized work on Company property during working time;
- Making false, vicious or malicious statements about any Team Member, customer, the Company or its services. Again, this is not intended to interfere with Team Member rights provided under the National Labor Relations Act;
- Driving or riding in a Company-owned, leased or rental vehicle or in a privately-owned vehicle while on Company business without using the automobile manufacturer's safety restraint system (seat belts and air bags);
- For Team Members in positions requiring the use of vehicles: becoming uninsurable based on the standards of the Company's insurance carrier;
- Bringing unauthorized visitors (including minors) onto Company premises without permission or permitting unauthorized visitors or minors to ride in any vehicle while it is being used on Company business;
- Any other violation of Company policy or federal, state or local law or regulation.

If you have any questions, discuss them with your manager or Human Resources. Understanding is the key to teamwork. Also, should you observe or become aware of any violations of this code of conduct, you must promptly notify your manager or contact Human Resources. Failure to follow these Standards of Conduct may result in disciplinary action up to and including termination of employment. Management reserves the right to skip certain disciplinary steps or repeat certain disciplinary steps depending on the circumstances of each situation.

CORRECTIVE ACTION/PROGRESSIVE DISCIPLINE

UMP's corrective action process is designed to provide a structured process to improve and prevent a recurrence of undesirable Team Member behavior and to address performance problems. There may be occasions where Team Members perform at an unsatisfactory level, violate a policy, have poor attendance, or display conduct that is inappropriate.

In each case, the Company will determine, at its sole discretion, to use a progressive discipline system designed to address performance problems and correct unacceptable behavior in a positive and constructive manner. Each case is considered individually, subject to a variety of factors, such as seriousness of violation, past conduct, length of service, previous performance, involvement in other issues; and the impact the conduct and performance issues have on the organization.

As an "at will" team member, the Company may terminate a team member at any time, for any or no reason, with or without warning or notice. Managers should seek additional guidance from the HR department regarding performance and disciplinary communications to team members.

ATTIRE GUIDELINES

Each Team Member represents UMP to its patients, its vendors, and its visitors. It is our responsibility to inspire confidence in our professionalism and the high quality of our care that we deliver to patients. Team Members with individual needs associated with religious observance or disability should consult with their manager or Human Resources to discuss possible accommodations. Managers may exercise discretion to determine appropriateness in appearance. Team Members who do not meet a professional standard will be counseled and may be sent home to change. Non-exempt Team Members will not be paid for that time off.

The safety of our Team Members and patients is our top priority. Therefore, Team Members may be required to modify their dress based on performance of safety sensitive job duties. Team members will be required to comply with a manager's request to modify their dress due to safety concerns.

- All Team Members are expected to be well-groomed and to have good hygiene. We will not restrict styles that are dictated by religion or ethnicity.
- All attire must be appropriate for work, do not show up in workout or outdoor activity dresswear.
- All Team Members are expected to dress professionally, anything that is revealing or inappropriate will not be tolerated.
- All attire should be clean and in good shape, any attire with rips, tears or holes will not be tolerated.
- All Team Members are required to avoid attire with offensive or inappropriate drawings or sayings.

Hair Color, Nail Care, Piercings, and Tattoos

Hair color, nail care, and piercings should be in keeping with the environment in which we work. Extreme hair color will not be allowed. Nails should be clean, and the length should not interfere with the quality of work or patient care. Ear piercings, other than gauges or plugs, are allowed. A small nose stud is allowed (no septum or rings). Other visible pierced jewelry is prohibited. Tattoos are generally acceptable if they are not on the face and are not visibly excessive. Tattoos should also not be offensive to others.

For additional guidance please consult your manager, or practice administration.

ATTENDANCE POLICY

Since we depend on each other at UMP, it is important that Team Members report, on time, each scheduled workday. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. Absenteeism, tardiness, and early departures place a burden on other Team Members, on UMP and its patients.

We recognize, however, that a minimal number of absences due to bona fide sickness or emergency are often beyond your control. For this reason, there are several approved absences that are outlined later in this Handbook.

To ensure that we meet our accountability requirements, we have adopted the following guidelines.

CALL-IN PROCEDURES

Please refer to your local policy for more information.

ATTENDANCE GUIDELINES

A Team Member with a pattern of absenteeism or tardiness may receive disciplinary action, up to and including termination. Please see your manager for specific attendance guidelines for your department.

PERFORMANCE MANAGEMENT

Feedback on your performance can and will occur during regular intervals with your manager. Performance reviews and evaluations will be the formal process to review all phases of your work performance. At UMP, performance evaluations generally occur on an annual basis or on a schedule outlined by UMP.

These formal evaluations benefit the Company and the individual Team Member. Performance evaluations help UMP measure the way Team Members perform to achieve organizational goals and ensure a high level of customer service. Evaluations help us all by encouraging focused interaction between Team Members and Managers to make sure you have the knowledge, skills, and behaviors to grow. The evaluation process also provides a means for you to:

- Identify areas where you could benefit from training, improvement, or additional resources.
- Set goals and objectives for the upcoming year.

Performance evaluations are intended to give you and your manager a framework for ensuring that you continue to meet UMP's expectations for job performance. Performance ratings and manager feedback will be documented within Paylocity. Informal performance discussions may occur throughout the year at the team member or manager's discretion. A positive performance evaluation is not a guarantee of continued employment for any specific period. Your employment with UMP will always remain at will.

CONFIDENTIALITY

Our providers, patients, and others with whom we do business entrust UMP with important confidential and proprietary information. Additionally, UMP has its own confidential and proprietary information. The protection of this confidential business information and trade secrets is vital to the interests and success of UMP. It is our policy that all information considered confidential will not be disclosed to

external parties or to Team Members without a “need to know.” Such Confidential Information includes, but is not limited to, the following examples of information that is not readily available to the public and is maintained as confidential by UMP:

- Patient Protected Health Information, as set forth in the HIPAA Privacy and Security Manual;
- Computer processes, programs, and codes;
- Patient lists;
- Contract terms and rates;
- Financial information;
- Marketing strategies;
- Pending projects and proposals;
- Growth strategies;
- Product and service information;
- Techniques and methods of operation.

Team Members are prohibited from disclosing Confidential Information or from using such personal information for personal gain. Similarly, Team Members are prohibited from disclosing trade secret

SECTION 6 – COMPANY PROPERTY, EMAIL, INTERNET USAGE (Acceptable Use Policy)

UMP Team Members have access to one or more forms of electronic communication, including but not limited to computers, email, telephones, cell phones, smartphones, voice mail, fax machines, electronic bulletin boards, the Internet and the World Wide Web.

We encourage the use of these tools because they can make communication more efficient and effective. However, all Team Members must remember that information resources, including hardware, software, applications, information systems, information access, internet, etc. provided by UMP are UMP property, and their sole purpose is to facilitate and support our business.

This policy cannot cover every possible situation. Instead, it sets forth general principles and guidelines Team Members should apply when using information resources. Team members should refer to the UMP Acceptable Use Policy in the Healthicity platform for policy information.

The following guidelines apply to all information resources and devices that are:

- Accessed on or from Company premises.
- Accessed using Company computer equipment, devices or via company-paid access methods like smartphones.
- Used in a manner that identifies the individual as a Team Member with the Company.

COMPUTER, INTERNET, AND EMAIL USAGE IS NOT PRIVATE

- Team Members should have no expectation of privacy when using UMP computers, internet access or email systems, including messages that you consider to be personal. Nothing a user says, maintains, transmits, or types onto any UMP electronic communication system is private.
- We reserve the right to access, monitor, disclose, read, or copy data or email messages at any time.

DATA IS PROPERTY OF UMP

- All data sent or received through a UMP internet connection or on Company equipment is the property of UMP and subject to monitoring.
- Data and voicemail created or received on any Company electronic communication system will remain the sole property of UMP.
- We explicitly reserve the right to monitor or review any information stored or transmitted at any time. UMP reserves the right to audit networks and systems, and to monitor usage to ensure compliance with this policy.
- Team Members who regularly communicate with patients may have their telephone conversations monitored or recorded. Primarily, telephone monitoring is used to identify and correct performance problems through targeted training.
- Users who access the Company email system and other data using a personal device (e.g., smartphone, tablet) understand and agree that UMP may remotely delete the Company's email and other data off the user's device without warning and user consents to this ability by using their personal device for UMP business.
- Allowing a non-exempt Team Member to use a personal device for UMP business is not authorization to perform work outside regularly scheduled hours. All non-exempt Team Members must record all time worked and off-the-clock work is prohibited. The use of a personal device for business purposes is not explicit authorization to perform work from home or outside normal business hours.

ALL CONDUCT RULES APPLY

- All of our policies and rules of conduct apply to your use of the Company's information resources.
- You may not use the email system to send harassing or discriminatory messages, including messages with explicit sexual content or pornographic images; to send threatening messages; or to disclose Company trade secrets or Confidential Information, including Protected Health Information under HIPAA. The presence of any kind of sexually explicit images, cartoons or documents on any UMP system is strictly prohibited.
- Email may not be used to solicit others for commercial ventures, religious or personal political causes, outside organizations or other non-business matters during working time.

- Team Members must immediately report any suspected inappropriate activity or unauthorized access to UMP management.

MAINTAIN PROFESSIONAL TONE AND CONTENT

- UMP expects all Team Members to exercise discretion in using electronic communications equipment. When you send an email using the Company's communication equipment, you are representing the Company.
- Make sure that all your messages are professional and appropriate in tone and content.
- Team Members should not use disparaging, abusive, profane, or threatening language.
- Team Members should not create, view, or display materials that might adversely or negatively reflect upon UMP or be contrary to the Company's best interest.

SECURITY AND PROPRIETARY INFORMATION

Individuals requiring access to UMP information systems will be provided with UMP's Acceptable Use Policy, which describes user responsibilities and expected behavior with regard to information and information system usage. Authorized users are required to familiarize themselves with the contents of this policy. Individuals must digitally acknowledge the Acceptable Use Policy, indicating that they have read, understand, and agree to abide by the Acceptable Use Policy before being authorized to access information and/or information systems.

Requirements of the Acceptable Use Policy include, but are not limited to:

- UMP users should not transmit confidential or sensitive data without prior authorization and approval from management.
- To avoid email viruses and other threats, Team Members should not open email attachments from people and businesses they do not recognize.
- Team Members should secure and protect their personal passwords, and these passwords should not be shared with others.
- Team Members shall not post from a UMP email address to any newsgroup, electronic mailing lists, Facebook, LinkedIn or the like unless posting is in the course of business duties.

Please refer to the full UMP's Acceptable Use Policy which can be accessed on the Healthicity platform.

PERSONAL USE

- UMP networks, equipment and Internet access are primarily for official Company business.

- Team Members may occasionally check their personal email, handle personal business via the Internet and read business-related news or informational websites, provided such activity is only done during non-working time and does not violate other Company policies.
- Team Members should have no expectation of privacy when using UMP networks, equipment or Internet access.
- A Team Member who engages in excessive company property use, identified as misuse, even during non-work hours, may be subject to disciplinary action.
- UMP is not responsible for personal information stored or retained on any Company equipment.

UNAUTHORIZED DOWNLOADING OF MATERIAL FROM THE INTERNET

Team Members are prohibited from installing or downloading any unauthorized software such as shareware, screen savers, time synchronizers and search tools bars, onto Company computer equipment. Team Members may not copy software from Company computers and install it on their home or other computers without the express written permission of Management. The Company does not allow the unauthorized use, installation, copying, or distribution of copyright, trademark, or patented material on any Company communication tool. Team Members whose communication activity violates state or federal law or Company policies are subject to disciplinary action up to and including termination of employment.

Please refer to the UMP's Acceptable Use Policy which can be accessed on the Healthicity platform.

UNACCEPTABLE USE OVERVIEW

The following list is not all-inclusive but attempts to provide a framework for activities that fall into the category of unacceptable use. These activities are strictly prohibited, with no exceptions.

- Under no circumstances is a UMP Team Member authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing UMP-owned or leased electronic communications resources.
- Users shall not violate the rights of any person or Company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by UMP.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, email bombs, etc.) is strictly prohibited.
- Providing information about, or lists of, UMP Team Members to unauthorized parties outside UMP is prohibited.

- Participating in gaming of any kind on UMP devices, including video games, online gambling (including poker), games of chance (including sweepstakes or raffles), sports forecasting and odds-making is prohibited.
- Any form of harassment or discrimination via electronic communications, whether through language, frequency, or size of messages is strictly prohibited.
- Using UMP electronic communications to actively engage in procuring or transmitting material that is in violation of the Anti-Harassment and Discrimination Policy, Equal Employment Opportunity Policy or any other local, federal, state or international laws is prohibited.
- Using any electronic communications to send, receive or solicit pornography is strictly prohibited.
- Creating or forwarding chain letters, Ponzi or other pyramid schemes of any type is prohibited.
- Sending or posting messages or material that could damage the organization's image or reputation is strictly prohibited.

For additional information and details please refer to the UMP's Acceptable Use Policy which can be accessed on the Healthicity platform.

SECTION 7- PAID TIME OFF AND LEAVES OF ABSENCE

HOLIDAYS

Regular full-time Team Members will be paid for nine (9) holidays each year. They are:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Two Floating Holidays

WHEN A HOLIDAY FALLS ON A SATURDAY OR SUNDAY A holiday which falls on Saturday is observed by UMP on the preceding Friday and a holiday which falls on Sunday is observed on the following Monday. (Example: When New Year's Day falls on Saturday, the holiday is observed on Friday).

Additional closures may be decided and implemented at the practice level with approval by Market Level leadership.

FLOATING HOLIDAYS

For regular full-time Team Members, two floating holidays are available on January 1 (or date of hire for Team Members hired between January 1 and June 30th) or one day for those hired on July 1 through the end of the year. Floating holidays can be taken any day that is mutually agreed upon by the Team Member and manager. The floating holiday must be recorded in Paylocity in the pay period when taken. Time taken may be used in whole hour increments. Any floating holiday not used by the end of the calendar year will be forfeited.

HOLIDAY PAY

- Eligible Team Members receive regular pay for the holiday. If a non-exempt Team Member is required to work on a holiday, they will receive holiday pay based on the hours regularly scheduled to work, plus straight time pay for the hours worked on the holiday.
- Team members who work less than 40 hours will receive prorated holiday pay.
- Holiday pay is not counted towards hours worked for overtime or FMLA eligibility purposes.
- If the holiday occurs while an eligible Team Member is on leave (such as short-term or long-term disability, workers compensation, etc.), they will not receive holiday pay.
- Part-time Team Members are not eligible for Holiday pay.
- The company reserves the right to not pay holiday pay due to any unplanned and/or unexcused absence the business day prior or after the holiday.

Paid Time Off (PTO) For Hourly Team Members, Salaried Team Members (up to Director Level)

Colorado and Texas Market team members should review the PTO policies in their respective state addendums.

UMP strongly believes that Team Members need time away from work to relax, rest, for vacation and illness, or to attend to personal matters. As a result, we provide full-time Team Members with generous amounts of annual PTO. Full-time, non-exempt (hourly) Team Members earn PTO and have a max accrual based upon their years of service and the number of hours for which they are regularly scheduled. Please see the chart below for details.

TENURE	Bi-Weekly Accrual (Hrs)	Days Per Year	Max Accrual (Hrs)
0-5 yrs.	6.15	20	240
5-10 yrs.	7.69	25	240
10 + yrs	9.23	30	240

PTO is pro-rated for first year of employment, and incremental increases happen in the pay period following the anniversary that triggers the accrual increase.

If you work less than a 40-hour work week, your hours are pro-rated. For example, 15 days = 90 hours for a 30-hour work week and 15 days = 120 hours for a 40-hour work week.

UMP intends to comply with applicable paid sick leave laws through the issuance of PTO under this policy. All Team Members working in paid sick leave jurisdictions will be allowed to use PTO for paid sick leave purposes. Team Members accrue PTO at a rate that complies with all applicable paid sick leave jurisdictions. If for some reason the accrual of PTO under this policy fails to comply with any paid sick leave jurisdiction, Team Members will be provided PTO for paid sick leave purposes in accordance with applicable law. For those part-time Team Members who are not eligible for PTO under this policy, and work in a paid sick leave jurisdiction, you will be provided paid sick leave separately in accordance with applicable law. You will receive PTO as required by applicable law to be used only for paid sick leave purposes. Hourly Team Members will receive one hour for every 30 hours worked and will be allowed to carry over unused time in accordance with applicable law. Salaried Team Members will be provided the maximum amount of paid sick leave under applicable law. For more information regarding the accrual rights and use of PTO for paid sick leave purposes, please contact your manager or Human Resources Department.

Except as otherwise provided by state or local law, if you are out sick for three or more days, you must have a doctor’s note to return to work.

Some cities and states may have additional municipal or state laws and regulations regarding PTO. See your local practice/platform for additional information. To the extent local or state laws provide broader PTO benefits to Team Members, those local and/or state laws will supersede this policy.

ELIGIBILITY

PTO is applied upon hire or transfer into a benefits-eligible position. Eligible Team Members must be scheduled to work at least 30 hours per week on a regular basis. Team Members working fewer than 30 hours per week on a regular basis, per-diem and temporary Team Members are ineligible to accrue PTO.

Should there be any conflict between these PTO eligibility guidelines and applicable state law, applicable state law shall prevail.

What is included in PTO?

- Vacation time
- Sick leave (self)
- Sick leave (family members)
- Personal leave
- Military leave
- Family and Medical Leave (FMLA)*
- If you are out for more than three days with a serious illness, injury, or surgery you might qualify for FMLA.

PTO GUIDELINES:

There is no guarantee that a request for PTO will be granted. In reviewing PTO requests, managers will consider the needs of the business, any other previously approved or pending requests for PTO by other teammates, and any other factor deemed relevant. For example, simultaneous absences of multiple teammates or absences of a single Team Member during a critical time may not be possible.

Paid time off is to be used prior to any unpaid time off being applied or approved.

You are not eligible for PTO during your first 90 days of employment, provided that UMP may (but is not required to) approve a limited amount of PTO during this 90-day period as appropriate. If PTO is not approved, you will not be paid for any day(s) not worked.

SCHEDULING AND USE

For non-exempt Team Members paid time off can be used in minimum increments of one hour. To take PTO, Team Members should request advance approval from their manager. Requests will be reviewed based on a number of factors including business needs and staffing requirements. If the need for PTO is for paid sick leave purposes (see below) and is foreseeable, Team Members should provide advance notice as soon as possible under the circumstances. If the need for PTO is not foreseeable, Team Members should provide notice of the need for PTO as soon as possible under the circumstances. If possible, a Team Member's leave request must include the expected duration of the leave. Additionally, requests for PTO of more than 10 days must be approved by a team member's next level leader. Requests should be made on the Paylocity Time and Attendance platform and be given orally in case of unforeseeable leaves (Team Members should follow local call-in procedures).

PAYMENT

Paid time off is paid at the Team Member's base pay rate at the time of PTO. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differential. PTO used for paid sick leave purposes in a state or local jurisdiction that requires paid sick leave will be paid in accordance with applicable law.

CARRY-OVER/ROLLOVER

Maximum PTO accrual will not exceed 240 hours in a calendar year and maximum rollover of 80 hours annually will be allowed. Some cities and states may have additional municipal or state laws and regulations regarding PTO. See your local practice/state addendum for additional information.

UPON TERMINATION

PTO will not be paid out at termination (either voluntary or involuntary termination). PTO cannot be taken after a notice of resignation unless approved by the team member's manager. Some cities and states may have additional municipal or state laws and regulations regarding PTO. See your local practice/state addendum for additional information.

FLEXIBLE PAID TIME OFF (PTO) FOR SALARIED TEAM MEMBERS (Director Level and above)

UMP offers a flexible paid-time-off ("PTO") policy that allows full-time exempt (salaried) Team Members to take PTO as needed for vacation and illness, subject to the needs of UMP and the terms described below. This policy is based on mutual trust between UMP and each eligible Team Member. It provides full-time exempt Team Members, Director Level and above, who have been employed for at least 90 days with opportunities to work or take time off as they see fit, as long as the time off request is approved, and the Team Member continues to fulfill his or her responsibilities.

The key terms of the Flexible PTO policy are set forth below:

- You are expected to delegate or otherwise manage or transition projects and duties that will be affected by your PTO. PTO utilization will be tracked and monitored to ensure job functions and responsibilities are completed accurately and timely. Requests should be made on the Paylocity Time and Attendance platform.
- You will plan, with your manager, the PTO time you would like to take giving as much notice as possible. Additionally, requests for PTO of more than 10 days must be approved by a Team Member's next level leader.
- You are not eligible for PTO during your first 90 days of employment, provided that UMP may (but is not required to) approve a limited amount of PTO during this 90-day period as appropriate. If PTO is not approved, you will not be paid for any day(s) not worked.
- In order to ensure a smooth transition upon termination, PTO may not be used within the last two weeks of a Team Member's employment. Any days, other than holidays, not worked in the final two weeks of employment will be unpaid.
- Exempt Team Members, Director and above, do not accrue PTO; therefore, UMP will not compensate for any unused PTO upon termination or otherwise.
- PTO cannot be used during Parental Leave (see State Addendums).
- PTO cannot be used while receiving short-term-disability benefits.

This is not an exhaustive list. You should use good judgement and adhere to UMP's policies when requesting/approving PTO. Effective communication between Team Members is vital to make this policy work for everyone.

BEREAVEMENT LEAVE

UMP recognizes the need for its Team Members to attend to personal matters upon the death of a relative. The Company provides Full-time Team Members up to **five days** off with pay in the event of the death of the Team Member's **parent, spouse, child, or stepchild**. With the Company's approval, a Team Member may receive up to **three days** off with pay in the event of the death of other family members such as: **siblings, grandparents, in-laws, aunt/uncles**.

Part-time Team Members will not be paid for bereavement leave; however, they may attend funerals in accordance with this policy without incurring an unexcused absence.

Team Members may use PTO or receive excused unpaid leave to attend the funeral of any other close relative, or if they require additional time beyond the allotted days of bereavement leave. Team Members will need to coordinate the leave through their manager. These situations will be handled on a case-by-case basis.

JURY DUTY LEAVE

UMP recognizes that Team Members must attend jury duty from time to time. UMP will grant paid jury duty leave to eligible Team Members when they are summoned to report for jury duty to any federal, state, or municipal court, or when they are subpoenaed to testify as a witness in any criminal or civil proceedings.

It is your responsibility to present to your manager the jury duty summons as soon as possible to qualify for approval. After concluding your duty, you must submit a signed statement of service from the clerk of the court or another document showing your actual time of attendance. Full and part-time Team Members will be compensated for normally scheduled work hours of up to 3 days maximum per event. Failure to submit the appropriate documentation may result in forfeiture of your jury duty pay.

If Team Members are required to serve jury duty beyond the period of paid jury duty, they may use available PTO time or may request an unpaid jury duty leave of absence.

A Team Member will also be provided paid leave if he or she is required to attend court pursuant to a subpoena that is not related to work duties or court order or process which requires the attendance of the Team Member at a judicial proceeding. No leave is available under this section for a Team Member whose court attendance is mandatory because he or she is charged with a crime.

LEAVE OF ABSENCE

For various reasons, Team Members may need extended time away from work. UMP provides a variety of leave options, although generally they are unpaid. This document provides a summary and general guideline for the leave programs provided by UMP, with required federal and state laws. Please contact the Human Resources Department to verify eligibility and answer any questions you might have.

A leave of absence can fall into one of the following categories:

- Family and Medical Leave (FML)
- Reasonable Accommodation Medical Leave of Absence
- Military Leave of Absence
- Personal Leave of Absence

FAMILY AND MEDICAL LEAVE (FML)

The Family and Medical Leave Act (FMLA) allows you to take up to 12 weeks of unpaid leave in certain qualifying situations. To be eligible, you must have:

- Been employed by UMP for at least 12 months (which need not be consecutive); and
- Worked for UMP at least 1,250 hours during the 12-month period immediately preceding the start of FML; and
- Worked at a site that has 50 or more Team Members within 75 miles.

Eligible Team Members are entitled to a total of 12 weeks of unpaid, job-protected FML during any “rolling” 12-month period. This rolling 12-month period is measured backward from the date a Team Member uses FML. Except for military family leave, in the event that a Team Member and his or her spouse both work at UMP, the two Team Members may be limited to a combined total of 12 weeks leave.

FML may be taken for anyone, or for a combination of, the following reasons:

- The birth of a Team Member’s child and to bond or care for such child, or placement for adoption or foster care of a child.
- To care for an immediate family member (spouse, child under 18 years old, or child 18 and over that is incapable of self-care, or parent) with a serious health condition.
- Because of a serious health condition which renders the Team Member unable to work.
- Because of any qualifying exigency arising out of the fact that the Team Member’s spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country (“active-duty leave”).

MILITARY CAREGIVER LEAVE

A Team Member may also take Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent or next of kin who is: (1) a current member of the Armed Forces, including the

National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, which was incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank, or rating, or (2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered service member incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

- The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank or rating.
- It causes the service member to have a VA Service Disability Rating is at 50% or greater.
- It is a mental or physical condition substantially impairs their ability to obtain gainful employment.
- The VA enrolls the Team Member in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligible Team Members are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible Team Member takes Military Caregiver Leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that a Team Member may be eligible to take more than one 26-week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

An eligible Team Member is entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible Team Member takes Military Caregiver Leave and ends 12 months after that date. For example, if a Team Member takes 10 weeks of FMLA leave due to his/her own serious health condition, the Team Member may take only 16 weeks of Military Caregiver Leave during that same 12-month period.

DEFINITION OF SERIOUS HEALTH CONDITION

A "serious health condition" referenced above in the Basic FMLA Leave and Military Caregiver Leave section above means an illness, injury, impairment, or physical or mental condition that involves:

- In-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care).
- A period of incapacity of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment two or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one occasion within

seven days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider.

- Any period of incapacity due to pregnancy, or for prenatal care.
- Any period of incapacity due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider.
- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, during which the Team Member (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
- Any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

A “qualifying exigency” referenced above in the Basic FMLA Leave and Military Caregiver Leave section above refers to the following circumstances:

- Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven days or less.
- Military events and related activities: to attend official military events or family assistance programs or briefings.
- Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member.
- Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member.
- Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member.
- Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member’s active duty terminates or to address issues arising from the death of a covered military member while on active duty.
- Care of the covered military member’s parent if the parent is incapable of self-care.
- Rest and recuperation: to spend up to fifteen (15) calendar days for each period in which a covered military member is on a short-term rest leave during a period of deployment; or
- Additional activities: for other events where the Company and the Team Member agree on the time and duration of the leave.

USE OF LEAVE

You may use FMLA intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt

the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

SUBSTITUTING PAID TIME OFF

As noted previously, FML is unpaid. You must substitute PTO, if available, until the paid time is exhausted. The PTO and FML will run at the same time—counting toward a 12-week maximum. Once PTO is exhausted, any remaining FML will be unpaid.

When a work-related injury qualifies you for FML and you are receiving workers' compensation benefits, you will not be required to substitute any paid time off. However, leave taken for the work-related injury and FML will run at the same time (concurrently).

YOUR RESPONSIBILITY

To take FML, you must give your manager, Human Resources, and the UMP FML administrator notice, preferably 30 days in advance. In an emergency, notice can be given as soon as practicable.

You must provide sufficient information for the UMP FML administrator to determine if the leave may qualify for FML protection and the anticipated timing and duration of the leave. In addition, you must inform the UMP FML administrator if the request is for a reason for which FML was previously taken or certified. You also may be required to provide a certification and periodic recertification supporting the need for leave.

If the need for leave is for active military duty or certification of qualifying exigency for military family leave, Team Members will be required to provide the appropriate forms to request such leave.

COMPANY RESPONSIBILITY

The FML administrator will inform you whether you are eligible for FML. If you are, you will be provided with a notice that specifies any additional information required as well as your rights and responsibilities. If you are not eligible, you will be provided with a reason for the ineligibility.

The FML administrator will inform you if your leave will be designated as FML-protected leave. If your leave is determined not to be FML-protected, the FML administrator will notify you.

The FML administrator may retroactively designate leave as FML with appropriate written notice to Team Members, provided the FML administrator's failure to designate leave as FML-qualifying at an earlier date did not cause harm or injury to the Team Member. In all cases where leaves qualify for FML protection, UMP, the FML administrator and a Team Member can mutually agree that leave be retroactively designated as FML.

WHEN SPOUSES WORK TOGETHER

When spouses are both eligible for FMLA and both work at the Company, spouses are eligible for a combined 12 weeks of unpaid leave for the birth or placement of a child or to care for a parent who has a serious health condition. A spouse will be eligible for a combined 26 weeks of unpaid Military Caregiver Leave as discussed above. If the spouse taking Military Caregiver Leave also takes leave for the birth or placement of a child or to care for a parent who has a serious health condition, that leave also may count toward the 26 weeks of combined Military Caregiver Leave during a single 12-month period.

INSURANCE COVERAGE AND PREMIUMS

During FML, medical and other insurance coverage will remain in effect as long as you continue to pay your portion of the premiums on time. If you substitute PTO, the premiums will be deducted from your paycheck as usual.

RETURNING TO WORK

If your FML is due to your own serious health condition, you must provide a medical certification from your treating health care provider before returning to work. The certification must state that you are able to return to work with or without accommodation. If you do not provide the certification, then your return to work will be delayed.

When you return, you will be given the same job you had when you left or an equivalent position with equivalent pay, benefits, and other employment terms.

Any Team Member who is unable to return to work at the conclusion of their FML for their own serious health condition, must keep UMP informed of their medical condition and, if necessary, request additional leave as a reasonable accommodation under the ADA in accordance with the UMP's Reasonable Accommodation Medical Leave Policy. While you are on FML, you are subject to the same employment actions, such as a job elimination or reduction-in-force, which may have occurred during your leave. As a returning Team Member, you have no greater right to employment or employment in a specific position than you would have in the absence of leave.

Any leave period of illness or injury covered by this section that qualifies for leave under FMLA will be counted against the 12-week unpaid leave period under FMLA. The leave period cannot be extended.

COORDINATION OF FML WITH OTHER LEAVE POLICIES

FML does not affect any federal, state, or local law prohibiting discrimination or supersede any state or local law that provides greater family or medical leave rights. For additional information concerning leave obligations that may arise when FMLA is either not available or exhausted, please consult other UMP leave policies in this handbook or contact Human Resources.

QUESTIONS OR CONCERNS ABOUT FML

If you have questions regarding this FMLA policy, please contact Human Resources. UMP is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to 1) interfere with, restrain, or deny the exercise of any right provided under FMLA, or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If Team Members believe their FMLA rights have been violated, they should contact Human Resources immediately. UMP will investigate any FMLA complaints and take prompt and appropriate remedial action to address and remedy any FMLA violation.

REASONABLE ACCOMMODATION MEDICAL LEAVE

The Company complies with the reasonable accommodation obligations under the ADAAA and will engage in the interactive process to discuss an unpaid leave of absence as a reasonable accommodation with Team Members who are unable to perform the essential functions of their job due to a physical or mental disability. Leave under this policy is at the discretion of management and will be considered in accordance with the reasonable accommodation obligations of the ADAAA. A reasonable accommodation leave of absence may be provided to Team Members who are unable to perform the essential functions of their job due to physical or mental disability and are not eligible for FMLA. Similarly, leave under this policy may be granted as reasonable accommodation for Team Members who have exhausted FMLA but are unable to return to work due to a disability that prohibits them from performing the essential functions of their job. Leaves of absence under this policy will be handled on a case-by-case basis in accordance with the ADAAA. The duration of any leave of absence under this policy will vary depending on the circumstances of each Team Member's need and whether additional leave is reasonable under the circumstances and/or would create an undue hardship for the Company.

MILITARY LEAVE

A military leave of absence will be granted to Team Members who are absent from work because of service in the United States Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), which governs job protection and rights of reinstatement to Team Members who participate in the National Guard and Reserve. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. Team Members who are requesting a military leave of absence should contact Human Resources.

Military leave will be unpaid. Team Members may request to use any accrued, but unused paid time off for this period.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the Team Member is otherwise eligible.

Benefits accruals, such as paid time off or holiday pay, will be suspended during the leave and will resume upon the Team Member's return to active employment.

RETURNING TO WORK

On completion of the period of military service, the returning Team Member must notify UMP that he or she intends to return to employment. The length of time that the Team Member must contact UMP depends on the amount of time spent in service, as follows:

- Service of 30 days or less. The returning Team Member must report to UMP on the first full regularly scheduled work period on the first full calendar day following completion of the service, plus eight hours. If it is impossible or unreasonable for the Team Member to report within that period through no fault of his or her own, he or she must report as soon as possible. This reporting period also applies to a Team Member who is absent from work for an examination to determine his fitness for military service.
- Service of 31 to 180 days. The Team Member must apply for reemployment no later than 14 days after military service ends, or, if it is impossible or unreasonable for the Team Member to report within that period through no fault of his or her own, on the next calendar day on which it is possible.
- Service of more than 180 days. The returning Team Member must apply for reemployment within 90 days of the end of the military service.
- Service-incurred or aggravated injury. If the returning Team Member is hospitalized for, or convalescing from, an illness or injury that was incurred or aggravated by the period of service, the above reporting deadlines may be extended for up to two years for any period of recovery.

To retain reinstatement rights, Team Members must not have been separated from uniformed service with a disqualifying discharge or under other than honorable conditions. Reinstatement rights are not guaranteed for any absence beyond five years unless an exception stated in USERRA applies.

If a Team Member meets these requirements, and depending upon length of service, a Team Member will be reemployed in the position he or she would have had if continuously employed (i.e. the “escalator position), the job he or she had upon commencement of uniformed service, a position comparable to the escalator or pre-service position, or the nearest approximation to the escalator position. Consistent with USERRA’s “escalator principle,” Team Members will be compensated upon reinstatement at the rate of pay they would have obtained with reasonable certainty if such employment had not been interrupted due to uniformed service.

Team Members who are members of the uniformed services should speak to the Human Resources Department concerning any questions regarding rights and obligations related uniformed service leave, advanced notice of uniformed service, benefits during uniformed service, or related issues.

OUTSIDE ACTIVITY DURING DISABILITY

A number of approved benefits and leaves of absence are provided to Team Members who are unable to perform the essential functions of their job. Such leave includes FMLA, disability leave, and workers’ compensation disability leave. Since you must be disabled or temporarily incapacitated from your job to claim these benefits, the Company specifically prohibits a Team Member who is on any of these forms of leave from participating in any activity that would be precluded by their medical restrictions. This includes working for any secondary employer while on a leave of absence if the work to be performed would violate your medical restrictions. Violation of this policy may lead to disciplinary action up to and including immediate termination of employment.

OTHER LEGALLY PROTECTED ABSENCES

In addition to the leaves described herein, the Company complies with all applicable state laws relating to various forms of protected absences. Depending on the particular state in which you are employed, Team Members may be legally entitled to time off under various state laws. For additional information see state specific addendum and/or to determine if you qualify for additional leaves of absence, please contact Human Resources.

PERSONAL LEAVE OF ABSENCE

In an effort to recognize the needs of Team Members who require time off for reasons not covered by other Company leave policies or for catastrophic or unusual circumstances, UMP will consider a personal leave of absence. Personal leaves of absence will be granted at the discretion of UMP to eligible Team Members for non-medical reasons. Team Members may not use a personal leave of absence for their own serious health condition or disability.

ELIGIBILITY

All Team Members employed by UMP for a year may be eligible to apply for a personal leave of absence. Approval of a leave request is not guaranteed. The decision as to whether a requested leave of absence will be granted is entirely within UMP's discretion based on a variety of factors, such as legal obligations, job performance, absenteeism, staffing needs at the time of the request, the Team Member's position and disciplinary record, budgetary concerns, the ability to replace or cover for the Team Member, or other factors. Approval of the Team Members' manager, Department Manager and Human Resources are required.

Personal leave will generally be considered for absences up to 30 calendar days per leave. If this initial period of absence proves insufficient, consideration will be given to a written request for an extension. These extensions will be rare and at the discretion of Human Resources and the Team Member's manager.

ADDITIONAL INFORMATION

- It is the responsibility of the Team Member to request a personal leave of absence in writing through Human Resources. In cases of a foreseeable need for leave, the Team Member must request the leave 30 days in advance. For unforeseen or emergency situations, the request for leave must be made as soon as the need for leave is identified.
- Supporting documentation for the leave request must be included when the request is made. Lack of documentation may result in the denial of the leave request.
- A personal leave of absence will be unpaid, except to the extent one has unused paid time off. Team Members will be required to use any paid time off concurrent with any personal leave of absence.
- At that time, Team Members will become responsible for the full costs of these benefits if they wish coverage to continue. If payment is not made in a timely manner, group insurance benefits may be cancelled. When the Team Member returns from personal leave, benefits will again be provided by UMP according to the applicable plans.

- A Team Member is required to return from a personal leave of absence on the originally scheduled return date. If the Team Member is unable to return, he or she must request an extension of the leave in writing. Extensions of leave will only be considered on a case-by-case basis.
- Reinstatement cannot be guaranteed to any Team Member returning from a personal leave of absence. If possible, UMP will attempt to return Team Members to their current position or comparable position if one is available; however, Team Members have no guaranteed job restoration rights.
- A Team Member who has worked elsewhere while on an approved leave of absence or who fails to return to work after the expiration of an approved personal leave will be considered to have voluntarily resigned.

VOTING LEAVE

Generally, voting polls are open before and after normal work hours, and most team members have the opportunity to cast their ballot without needing to take time off from work. However, UMP permits team members up to 2 hours unpaid time off to vote in-person in primaries and elections on either election day or on a designated in-person early voting day. If you need time away from work to vote, talk with your manager ahead of time. For non-exempt team members, time away from work to vote is considered unpaid unless the team member chooses to use PTO.

SECTION 8 – TEAM MEMBER BENEFITS

The Team Member Guidelines is not an official plan document for any Team Member benefit plan and is not intended to provide specific information with regard to the benefits described below. It is also not a guarantee of any benefit described below. If you have any questions about eligibility, benefits, or coverage regarding any of the benefits described below, you should refer to the official plan documents, summary plan descriptions, or insurance policies. If you have any questions, or need assistance, contact Human Resources.

BENEFITS

UMP is pleased to offer medical, dental and vision insurance, and other benefits, as just one way to show how valuable you and your skills and expertise are to this Company. These programs have been established to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, some are designed to help with retirement, and others are designed to reward team member loyalty.

At the same time, we regularly review these benefits to make certain that available resources are being spent most effectively. We reserve the right to change the benefits at any time. Of course, we will communicate any changes to you and explain the impact.

When you become a regular full-time Team Member of UMP, we will give you the opportunity to participate in our benefits plan—subject to its requirements. We want you to know that no explanation in this handbook or other oral or written notices or statements can change any part of the provisions or eligibility requirements in the plan document. Please read the Summary Plan Description (SPD) for specific information on all the benefits offered to UMP Team Members.

RETIREMENT - 401(K) INFORMATION

The UMP 401(k) plan is an important feature of your retirement program. A 401(k) savings plan allows you to contribute payroll-deducted, pre-tax dollars, after tax Roth contributions and after-tax contributions into 401(k) funds you select. The earnings on your savings are tax deferred. The plan provides withdrawals and loans, and certain restrictions apply to these distribution options.

Team Members must refer to the actual plan documents for specific information concerning eligibility, coverage, and other pertinent information regarding the 401(k) plan. Further information is available through our 401(k) provider. Please contact Human Resources for provider information.

CONTINUING MEDICAL EDUCATION (CME) PROGRAM

Certain roles at UMP require certification, recertification, or licensure. Please see local practice policy for eligibility requirements and for reimbursement guidelines.

ANNIVERSARY RECOGNITION PROGRAM

UMP values the contributions, knowledge, and experience of long-term, dedicated Team Members. In appreciation of this committed service, UMP recognizes Team Members as they reach milestone anniversaries of employment. Full and Part-time, active Team Members become eligible for a recognition award by the following schedule:

As of the anniversary date:

1, 3, 5- Year Anniversary	Gift of Team Member's choice from approved vendor (ie. Snappy Gifts)
10 -Year Anniversary	\$1,000 bonus
15 -Year Anniversary	\$1,500 bonus
20 -Year Anniversary	\$2,000 bonus
25 -Year Anniversary	\$2,500 bonus
30-Year Anniversary	\$3,000 bonus
	*Part-Time paid at 50%

TEAM MEMBER RECOGNITION

UMP values and appreciates the efforts of our Team Members and will recognize them through various market specific programs such as appreciation days, holiday celebrations, and other ways that promote positive morale in our practices. All Team Members will be eligible to participate in UMP sponsored recognition programs. Please contact Human Resources for more specifics on these programs.

SECTION 9- ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK

I understand and acknowledge the following:

I have received a copy of the UMP Team Member Guidelines and understand that it is my responsibility to read the guidelines and familiarize myself with its contents. I have the responsibility to ask questions when I need clarity regarding content and expectations. I am also responsible for keeping up to date and following any changes to policies that are made by UMP.

These guidelines supersede and replace all other previous guides, handbooks, policies, practices, procedures, and understandings, whether written or oral, express or implied. These guidelines cannot be changed or revised in any way without written approval by the Chief People Officer for UMP.

This guideline document does not create an employment contract, expressed or implied, between UMP and me and I should not view it as such, or as a guarantee of employment for any specific duration. Employment with UMP is “at will” and is for an indefinite and unspecified term. Nothing in these guidelines alters or changes the employment at will relationship.

The information in this document represents guidelines only and does not cover every situation or answer every question about UMP policies. If I have any questions about the information contained in these guidelines or anything concerning my employment with UMP, I may contact my manager or Human Resources.

I understand that my department and other UMP departments may also establish rules and procedures appropriate to my area of responsibility.

I am expected to know and observe my department’s rules and procedures and to respect and adhere to the rules and procedures of other departments.

UMP reserves the right to modify, deviate from, amend or terminate these guidelines or any policies or procedures, whether or not described in these guidelines, at the discretion of UMP. The Company may, at any time, modify, amend or terminate any Team Member benefits, whether or not described in these guidelines, or require or increase Team Member contributions toward any benefit.

My signature below indicates that I have read and understand the above statements and have received a copy of the Team Member Guidelines.

_____ Team Member Name (printed)
_____ Team Member Name (signature)
_____ Date

COLORADO STATE ADDENDUM (FOR COLORADO STATE TEAM MEMBERS ONLY)

ABOUT THIS ADDENDUM

This Colorado Addendum outlines some of the benefits and protections available to Team Members in the State of Colorado. The provisions of this Addendum are intended to supplement the policies and benefits as provided in the Team Member Handbook. To the extent applicable, the provisions in this Addendum are controlling.

Please read this Addendum carefully so that you will be aware of the Company's current policies, benefits, procedures, and expectations for team members in Colorado. Because we operate in a dynamic environment, some policies and benefit programs currently in effect may be modified, suspended or eliminated in response to business needs or changing legal requirements. This Addendum supersedes any previous addendum or Colorado-specific handbook. Any policy, procedure or benefit outlined in this Addendum may be changed at any time, effective immediately, with or without notice.

The Company complies with all applicable federal, state, and local laws. In the event this Addendum conflicts with or does not specifically address current applicable federal, state, or local law, the Company will comply with the law.

PERSONNEL FILES

Upon request, Team Members will be given a reasonable opportunity to inspect and obtain a copy of any part of their own personnel file. The inspection will take place in the presence of Human Resources or your manager at a time convenient to both the employer and the Team Member. A former Team Member may make one inspection of his or her personnel file after termination of employment. The inspection will take place in the presence of Human Resources at a time convenient to both the Company and the former Team Member.

OVERTIME PAY For non-exempt Team Members, hours worked more than twelve (12) hours in a workday, twelve (12) consecutive hours without regard to the workday, or 40 hours in a work week are considered overtime. Overtime may not be worked without the prior approval of your manager. Overtime pay is based on actual hours worked.

REASONABLE ACCOMMODATION FOR PREGNANCY APPLICANTS AND TEAM MEMBERS

The Company is an equal opportunity employer and does not discriminate in any way in any employment decision or action based on pregnancy or related medical conditions, nor do we condone such discrimination. The Company is committed to complying with the Colorado Pregnant Workers Fairness Act, as amended. The Company considers requests for work-related pregnancy accommodations on a case-by-case basis, with attention to the individual circumstances of the team member or applicant requesting the accommodation. Such accommodations may be sought at any time during the application process or during employment, including most typically: (a) as part of the application or interviewing process; (b) after the Company has offered employment to an applicant, but

before the applicant has started working; or (c) at any time after an team member has begun employment at the Company.

No matter when an accommodation is sought, the Company will work in good faith with the Team Member requesting the accommodation as part of something called the “interactive process.” The process should begin with a written request by the Team Member or applicant submitted to your manager or Human Resources. Once we have received your request, the Company will evaluate the request in consultation with you and others as needed to determine what (if any) accommodation will enable you to perform the essential functions of your job. No accommodation will be provided if it imposes an undue hardship on the Company or poses a direct threat to the health or safety of the Company’s Team Members, patients, or vendors.

The Company needs your help to make the interactive process work. Team Members or applicants are expected to submit their requests for accommodation as soon as they recognize or believe that the accommodation is or will be needed. In most cases, these requests should be submitted to your manager or Human Resources at least two weeks in advance of the need for accommodation, especially when leave is requested, but all requests will be assessed as expeditiously as possible.

Team Members must also cooperate in good faith in the Company’s efforts to evaluate the accommodation. This may involve meetings or discussions with you and your manager or others to discuss the accommodation or may involve gathering additional information from your health care provider regarding the accommodation.

The Company is committed to providing a work environment free from all forms of intimidation, retaliation, or harassment, including harassment or discriminatory treatment of any of its team members on the basis of their pregnancy or related medical condition. If you believe that any person is experiencing such harassment, discrimination or bullying, you should, whenever possible, utilize the complaint process procedures set forth in this Handbook and elsewhere regarding harassment in general.

PROTECTED HEALTH / SAFETY EXPRESSION AND WHISTLEBLOWING (“PHEW”) LAW

The Company will not retaliate against or interfere with the following acts: (a) raising reasonable concerns about workplace violations of government health and safety rules, or about an otherwise significant workplace threat to health or safety; (b) opposing any practice the Team Member reasonably believes is unlawful under Colorado’s Protected Health/Safety Expression and Whistleblowing Law (“PHEW”) law; or (c) making a charge, testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing as to any matter the Team Member reasonably believes to be unlawful under PHEW . Team Members are permitted to voluntarily wear their own Personal Protective Equipment (“PPE”) if that PPE provides more protection than the PPE provided at the workplace, is recommended by a government health agency, and does not make the team member unable to perform the job.

FAMLI AND MEDICAL LEAVE INSURANCE (“FAMLI”) PROGRAM

Generally

Colorado's FAMLI Program is a paid family and medical leave program that is funded with Team Member and employer contributions. Starting January 1, 2023, 0.45% of each Colorado Team Member's gross earnings per pay period will be deducted to cover FAMLI Program premiums. Team Members can start applying for benefits and using FAMLI leave on January 1, 2024. You will be eligible to receive FAMLI leave and benefits if you work in Colorado and have earned \$2,500 over the previous year for work performed in Colorado. Team Members are eligible to use FAMLI leave and access FAMLI benefits starting on their first day of employment; there is no minimum period of employment required for eligibility. However, Team Members are not eligible for job protections under Colorado's FAMLI Act unless they have been employed by the Company for at least 180 days.

For more information about the FAMLI Program, including your rights and protections under the program, please see the 2023 FAMLI Employee Handbook available for viewing here:
[https://famli.colorado.gov/sites/famli/files/10-25 22%20Employee%20Handbook%20V3.pdf](https://famli.colorado.gov/sites/famli/files/10-25%20Employee%20Handbook%20V3.pdf)

Qualifying Conditions

The following are qualifying conditions for paid FAMLI leave:

- Caring for a new child during the first year after the birth, adoption, or foster care placement.
- Caring for a family member with a serious health condition.
- Caring for your own serious health condition.
- Leave because of your family member's active-duty service in the United States Armed Forces or notice of an impending call or order to active duty in the Armed Forces.
- Leave needed because you or your family member was the victim of domestic violence, stalking, sexual assault, or abuse.

Amount of Leave

Team Members may take up to 12 weeks of FAMLI leave for a qualifying condition in any one application year. The application year is measured forward from the first day of the calendar week in which an individual files an application for FAMLI benefits. If a Team Member uses FAMLI leave for her own serious health condition related to pregnancy complications or childbirth complications, she may use an additional 4 weeks of FAMLI leave for a total of 16 weeks of FAMLI leave. As circumstances warrant, Team Members may use FAMLI leave to cover multiple consecutive absences (e.g., taking 10 consecutive weeks off following the birth of the Team Member's new child) or to cover intermittent absences (e.g., three days every three months for a chronic health condition).

Notifying the Company

If a Team Member's need for leave is foreseeable (e.g., for a planned medical procedure), a Team Member shall provide notice to the Company's Human Resources Department no later than 30 days before the date the leave is set to begin. If the need for leave is not foreseeable or providing 30 days' notice is not possible, the individual shall provide notice as soon as practicable.

FAMLI Benefits and the Application Process

The amount of FAMLI wage replacement benefits you receive will depend on your average weekly wage based on the income you received for work performed in Colorado in the five preceding calendar quarters. The portion of your average weekly wage that is equal to or less than 50% of the state average weekly wage will be replaced at a rate of 90% percent. The portion of your average weekly wage that is more than 50% percent of the state average weekly wage will be replaced at a rate of 50%. Benefits are capped at \$1,100 (for leave beginning before January 1, 2025) and 90% of the state average weekly wage (for leave beginning on or after January 1, 2025).

Team Members can start applying for benefits on January 1, 2024. Please submit your application directly to the Colorado Department of Labor and Employment's FAMLI Division via its Team Member Portal. The Team Member Portal will be up and running by the fourth quarter of 2023. The CDLE will process your application and let you know whether your request was approved or denied, or whether additional documentation is needed. The CDLE will also notify the Company that you applied for FAMLI leave and benefits.

The FAMLI Division will pay benefits directly to Team Members. The Company will not pay Team Members for the time they are on FAMLI leave unless the Team Member elects or is required to use other leave or benefits to cover the difference between his or her FAMLI benefits and normal pay.

Other Forms of Leave and Wage-Replacement Benefits

To the extent permitted by law, other forms of leave, including, without limitation, unpaid leave under the federal Family and Medical Leave Act ("FMLA"), shall run concurrently with and not in addition to any leave afforded under this policy.

If a Team Member requests leave, and his or her request is covered under both FAMLI and the FMLA, the Company will treat the request as one for both FAMLI and FMLA leave.

To the extent permitted by law, Team Members on FAMLI leave are required to use any short-term disability benefits or long-term disability benefits ("STD/LTD benefits") available to them under an existing policy. The combined value of an Team Member's FAMLI leave benefits and STD/LTD benefits shall not exceed 100% of the Team Member's normal pay. STD/LTD benefits and leave run concurrently with and not in addition to any benefits and leave afforded under the Company's FAMLI Policy.

Team Members may (but are not required to) use some or all of their accrued paid time off ("PTO") while on FAMLI leave to supplement their FAMLI benefits up to 100% of their normal pay. In no case shall a Team Member be permitted to receive combined PTO/FAMLI benefits exceeding his or her normal pay.

SICK LEAVE POLICY

This policy applies to all eligible Colorado Team Members and is intended to comply with the requirements of Colorado's "Healthy Families and Workplaces Act."

Eligibility

- PTO-Eligible Team Members: Colorado Team Members who are eligible for Paid Time Off ("PTO") under the Company's PTO policy set forth in the Team Member Guidebook ("PTO-Eligible Team Members") will receive PTO benefits under the PTO policy, which may be used for any reason set forth

in the PTO Policy and/or for any sick/safe reasons allowed under Colorado's Healthy Families and Workplaces Act (the "HFWA").

If you wish to use PTO for vacation or any other reasons not covered under the HFWA, you must follow the Company's general procedures for requesting time off as set out in the main handbook.

If you wish to use paid time off for illness or any other reason that is covered under the HFWA, you must notify your manager as soon as practicable in advance of your absence. If you are absent for four or more consecutive days for an HFWA-covered reason, the Company may, upon your return, require you to produce reasonable documentation showing the reason for your absence. For additional information about what qualifies as an HFWA-covered reason, please contact Human Resources or see the Colorado Department of Labor's ("CDLE") "Paid Leave, Whistleblowing, & Protective Equipment Poster," attached hereto.

This policy meets the requirements of the HFWA. If an Team Member exhausts his or her PTO, no further PTO will be afforded by the Company until the Team Member accrues additional PTO at the rate(s), and subject to the terms in the PTO Policy, regardless of the Team Member's reason for requesting additional leave.

If the amount of PTO that a PTO-Eligible Team Member receives under the PTO Policy is less than the amount of paid leave that the Team Member is entitled to under the HFWA, the Team Member will be provided additional paid leave for the difference between the amount of PTO they received and the amount of Paid Leave the law requires; any additional Paid Leave awarded to PTO-Eligible Team Members under this provision may be used only for authorized sick/safe leave reasons set forth in this policy. PTO-Eligible Team Members' usage of PTO and/or Paid Leave for authorized sick/safe leave reasons under this policy is, to the extent permitted by law, subject to all terms and conditions set out in the main PTO Policy.

The Company does not retaliate against Team Members for exercising their rights under the HFWA. Team Members who believe they have experienced retaliation may file a complaint with the Colorado Department of Labor at <https://cdle.colorado.gov/> or by calling (303) 318-8000.

- Non-PTO Eligible Team Members: Colorado Team Members who are not eligible for PTO under the Company's PTO Policy ("Non-PTO-Eligible Team Members") will receive Paid Sick Leave ("PSL") as set forth in the Paid Sick Leave policy below.

PAID SICK LEAVE (NON-PTO ELIGIBLE TEAM MEMBERS ONLY)

Generally

Subject to the terms described below, the Company will provide Non-PTO Eligible Team Members paid sick leave ("PSL" or "sick leave") under this Paid Sick Leave Policy ("PSL Policy") for time they are out of work due to illness, injury, or other health and safety reasons described below.

Compliance with the HFWA

This PSL Policy is intended to satisfy all requirements of Colorado's Healthy Families and Workplaces Act ("HFWA") and all other applicable laws. To the extent this policy does not comply with applicable law, the law rather than the noncompliant provision(s) herein shall apply.

Consistent with the HFWA, the Company will not retaliate against any Team Member for requesting or using PSL. You have the right to file a complaint or bring a civil action if your rights under the HFWA are violated. For additional information regarding the HFWA, please see the "Colorado Workplace Public Health Rights Poster" attached at the end of this handbook.

Accrual and Payrate

Starting on their first day of employment, eligible Team Members earn one (1) hour of PSL for every thirty (30) hours worked up to forty-eight (48) hours per year. Exempt Team Members accrue PSL as if they work forty (40) hours weekly, even if they work more. Non-exempt Team Members accrue PSL equally for all hours worked, overtime or not. PSL is paid at the Team Member's regular hourly rate and must be taken in one-hour increments. PSL does not count as time worked for purposes of overtime.

Any unused accrued PSL, up to forty-eight (48) hours per calendar year, carries forward for use in a later year. Except as permitted under the "Additional Leave in the Event of Public Health Emergency" section of this PSL Policy (below), Team Members are not permitted to accrue or use more than forty-eight (48) hours of PSL in any one calendar year.

If a Team Member exhausts his or her sick leave under this PSL Policy, no further sick leave will be afforded by the Company until the Team Member accrues additional sick leave, regardless of the Team Member's reason for requesting additional leave.

Accrued, unused PSL is not paid out upon separation from employment. However, Team Members who are re-employed with the Company within six months of separation will have any unused PSL accrued at the time of their separation reinstated.

To the extent permitted by law, PSL runs concurrently with, and not in addition to, any other forms of leave.

Qualifying Reasons for Using PSL

PSL can be used for time off work due to illness, injury, and certain other health and safety reasons. For additional information about what qualifies as an HFWA-covered reason, please contact Human Resources or see the Colorado Department of Labor's ("CDLE") "Paid Leave, Whistleblowing, & Protective Equipment Poster," attached hereto.

Procedures for Requesting PSL

If your need for leave is foreseeable (e.g., for a prescheduled doctor's appointment), please (a) make a good faith effort to notify your supervisor before going out on leave and let him or her know the date(s) and/or times you will be absent from work; and (b) schedule the leave in a manner that does not unduly disrupt the Company's operations.

If your need for leave is not foreseeable (e.g., for a sudden illness), please (a) notify your supervisor as soon as practicable, and (b) if known, let him or her know the date(s) you anticipate being absent from work.

The Company may require a Team Member taking four or more days of PSL in a row to provide reasonable documentation showing that the sick leave is for a qualifying reason. Reasonable documentation, if required, must be produced within a reasonable timeframe upon the Team Member's return to work.

Additional Leave in the Event of Public Health Emergency

When a public health emergency is declared, the Company will immediately supplement each Team Member's then-available PSL as required under the law. For additional information regarding public health emergency leave, please contact the Company's Human Resources Department.

DOMESTIC VIOLENCE AND CRIME VICTIM LEAVE

The Company will permit a Team Member to request or take up to three working days of leave from work in any twelve-month period, with or without pay, if the Team Member is the victim of domestic abuse, the victim of stalking, the victim of sexual assault, or the victim of any other crime where the underlying factual basis of which has been found by a court on the record to include an act of domestic violence (each as the term is defined in C.R.S. 18-6-800.3(1)). For additional information about this type of leave, please contact Human Resources.

COLORADO'S POWR ACT

In 2023, Colorado enacted the Protecting Opportunities and Workers' Rights ("POWR") Act, amending the Colorado Antidiscrimination Act and expanding protections against discriminatory and unfair employment. The POWR expands protections for workers by, among other things, expanding the definition of unlawful harassment. Under the new law, "unlawful harassment" means any unwelcome physical or verbal conduct or any written, pictorial, or visual communication directed at an individual or a group of individuals because of that individual's or group's membership in, or perceived membership in, a protected class, if the conduct or communication is (a) subjectively offensive to the individual alleging harassment, and (b) the conduct or communication is objectively offensive to a reasonable individual who is a member of the same protected class, provided that

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

For additional information about the POWR Act and the protections it affords, please contact the Human Resources Department.

REST PERIODS

Non-exempt Team Member Members must take a compensated 10-minute work-free rest period for every four (4) hours of work. Rest periods should be taken as close to the middle of a Team Member's shift as practical, but the Team Member and his or her supervisor may agree to different schedules and times, so long as the Team Member's choice is voluntary. Team Members are prohibited from working during their rest periods. Where applicable state or local law requires more frequent or longer rest periods, the law rather than this policy shall apply.

MEAL PERIODS

Non-exempt Team Members are required to take a 30-minute meal break when their shift exceeds five (5) consecutive hours. To the extent practicable, meal periods must be taken at least one (1) hour after the Team Member's start time, and at least one (1) hour before the end of the Team Member's shift. Team Members are prohibited from working during their meal periods. A second unpaid meal period of 30 minutes is provided on days the Team Member works more than ten (10) hours.

When circumstances make an uninterrupted meal period impractical, the Company may allow Team Members to consume an on-duty meal while performing duties. Team Members will be permitted to fully consume a meal of choice on the job and be fully compensated for the on-duty meal period without any loss of time or compensation.

Where applicable state or local law requires more frequent or longer meal periods, the law rather than this policy shall apply.

PAID TIME OFF

The annual rollover cap on PTO (limiting year-to-year rollover of PTO to 80 hours) does not apply to Team Members in Colorado. Instead, Colorado Team Members are subject to a general or "all-time" cap on PTO. This general cap is the maximum amount of PTO a Team Member can accrue at any given time. Once a Team Member reaches the general cap, he or she stops accruing PTO. Accrual does not resume until the Team Member uses or "spends down" some of his or her existing PTO, and accrues more, subject to the terms of the PTO Policy.

FINAL PAYCHECK

When the Company terminates a Team Member's employment, the Company will pay the Team Member's final paycheck immediately, or as soon as possible under the circumstances.



**Colorado Workplace Public Health Rights Poster:
PAID LEAVE, WHISTLEBLOWING, & PROTECTIVE EQUIPMENT**

THE HEALTHY FAMILIES & WORKPLACES ACT (“HFWA”): Paid Leave Rights

Coverage: All Colorado employers, of any size, must provide paid leave

- All employees earn 1 hour of paid leave per 30 hours worked (“accrued leave”), up to 48 hours a year.
- Employees are required to be paid their regular pay rate during leave, and the employer must continue their benefits.
- Up to 48 hours of unused accrued leave carries over for use during the next year.
- For details on specific situations (irregular hours, non-hourly pay, etc.), see Wage Protection Rule 3.5, 7 CCR 1103-7.
- Up to 80 hours of supplemental leave applies in a public health emergency (PHE), until 4 weeks after the PHE ends.*

Employees can use accrued leave for the following safety or health needs:

- (1) a mental or physical illness, injury, or health condition that prevents work, including diagnosis or preventive care;
- (2) domestic abuse, sexual assault, or criminal harassment leading to health, relocation, legal, or other services needs;
- (3) caring for a family member experiencing a condition described in category (1) or (2);
- (4) grieving, funeral/memorial attendance, or financial/legal needs after a death of a family member;
- (5) due to inclement weather, power/heat/water loss, or other unexpected occurrence, the employee needs to either (a) evacuate their residence, or (b) care for a family member whose school or place of care was closed; *or*
- (6) in a PHE, a public official closed the workplace, or the school or place of care of the employee’s child.

Employer Policies (Notice, Documentation, Incremental Use, Privacy, and Paid Leave Records)

- **Written notice and posters.** Employers must (1) provide notice to new employees no later than other onboarding documents/policies, and (2) display updated posters, and provide updated notices to current employees, by end of year.
- **Notice for “foreseeable” leave.** Employers may adopt “reasonable procedures” in writing as to how employees should provide notice if they require “foreseeable” leave, but **cannot deny paid leave** for noncompliance with such a policy.
- **An employer can require documentation to show that accrued leave was for a qualifying reason only if leave was for four or more consecutive work days** (i.e. days when an employee would have worked, not calendar days).
- **Documentation is not required to take accrued leave**, but can be required as soon as an employee returns to work or separates from work (whichever is sooner). **No documentation can be required for PHE leave.**
- **To document leave for an employee’s (or an employee’s family member’s) health-related need**, an employee may provide: (1) a document from a health or social services provider *if* services were received and a document can be obtained in reasonable time and without added expense; *otherwise* (2) the employee’s own writing.
- **Documentation as to domestic abuse, sexual assault, or criminal harassment** can be a document or writing under (1) above (e.g. legal or shelter services provider) or (2) above, or legal document (restraining order, police report, etc.).
- **If an employer reasonably deems an employee’s documentation deficient**, the employer must: (A) notify the employee within seven days of either receiving the documentation or the employee’s return to work or separation (whichever is sooner), and (B) give the employee at least seven days to cure the deficiency.
- **Incremental Use.** Depending on employer policy, employees can use leave in either hourly or six-minute increments.

- **Employee Privacy.** Employers cannot require employees to disclose “details” about an employee’s (or their family’s) HFWA-related health or safety information; such information must be treated as a confidential medical record.
- **Records must be retained and provided upon request.** Employers must provide documentation of the current amount of paid leave employees have (1) available for use, and (2) already used during the current benefit year, including any supplemental PHE leave. Information may be requested once per month or when the need for HFWA leave arises.

Retaliation or Interference with HFWA Rights

- **Paid leave cannot be counted as an “absence”** that may result in firing or another kind of adverse action.
- **An employee can’t be required to find a “replacement worker” or job coverage when taking paid leave.**
- **An employer cannot fire, threaten, or otherwise retaliate against, or interfere with use of leave by, an employee who:** (1) requests or takes HFWA leave; (2) informs or assists another person in exercising HFWA rights; (3) files a HFWA complaint; or (4) cooperates/assists in investigation of a HFWA violation.
- **If an employee’s reasonable, good-faith HFWA complaint, request, or other activity is incorrect**, an employer need not agree or grant it, but cannot act against the employee for it. Employees can face consequences for misusing leave.

**PROTECTED HEALTH/SAFETY EXPRESSION & WHISTLEBLOWING (“PHEW”):
Worker Rights to Express Workplace Health/Safety Concerns & Use Protective Equipment**

Coverage: All Employers and Employees, Plus Certain Independent Contractors

- PHEW covers not just “employers” and “employees,” but all “principals” (an employer or a business with at least 5 independent contractors) and “workers” (employees or independent contractors working for a “principal”).

Worker Rights to Oppose Workplace Health/Safety Violations:

- It is unlawful to retaliate against, or interfere with, the following acts:
 - (1) raising reasonable concerns, including informally, to the principal, other workers, the government, or the public, about workplace violations of government health or safety rules, or a significant workplace health or safety threat;
 - (2) opposing or testifying, assisting, or participating in an investigation or proceeding about retaliation for, or interference with, the above-listed conduct.
- A principal need not address a worker’s PHEW-related concern, but it still cannot fire or take other action against the worker for raising such a concern, as long as the concern was reasonable and in good-faith.

Workers’ Rights to Use Their Own Personal Protective Equipment (“PPE”):

- A worker must be allowed to voluntarily wear their own PPE (mask, faceguard, gloves, etc.) if the PPE (1) provides more protection than equipment provided at the workplace, (2) is recommended by a government health agency (federal, state, or local), and (3) does not make the worker unable to do the job.

COMPLAINT RIGHTS (under both HFWA & PHEW)

- Report violations to the Division as complaints or anonymous tips, or file in court after exhausting pre-lawsuit remedies.

This Poster summarizes two Colorado workplace public health laws: C.R.S. § 8-13.3-401 et seq., (paid leave), and C.R.S. § 8-14.4-101 et seq. (healthy and safety whistleblowing) including amendments current as of the date of this poster. It does not cover other health or safety laws, rules, and orders, including under the federal Occupational Safety and Health Act (OSHA), from the Colorado Department of Public Health and Environment (CDPHE), or from local public health agencies. Contact those agencies for such health and safety information.

*In a PHE, employees gain additional hours of leave for inability to work, testing, quarantining, caring for family in such situations, and related needs. No PHE is now in effect; this poster will be updated if one is declared.

This poster must be displayed where easily accessible to workers, shared with remote workers, provided in other languages as needed, and replaced with any annually updated versions.

This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact:
DIVISION OF LABOR STANDARDS & STATISTICS, ColoradoLaborLaw.gov, cdle_labor_standards@state.co.us, 303-318-8441 / 888-390-7936.

SECTION 10- ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK (COLORADO TEAM MEMBERS)

I understand and acknowledge the following:

I have received a copy of the UMP Team Member Guidelines and understand this it is my responsibility to read the guidelines and familiarize myself with its contents. I have the responsibility to ask questions when I need clarity regarding content and expectations. I am also responsible for keeping up to date of and following any changes to policies that are made by UMP.

These guidelines supersede and replace all other previous guides, handbooks, policies, practices, procedures, and understandings, whether written or oral, express or implied. These guidelines cannot be changed or revised in any way without written approval by the Chief People Officer for UMP.

This guideline document does not create an employment contract, expressed or implied, between UMP and me and I should not view it as such, or as a guarantee of employment for any specific duration. Employment with UMP is “at will” and is for an indefinite and unspecified term. Nothing in these guidelines alters or changes the employment at will relationship.

The information in this document represents guidelines only and does not cover every situation or answer every question about UMP policies. If I have any questions about the information contained in these guidelines or anything concerning my employment with UMP, I may contact my manager or Human Resources.

I understand that my department and other UMP departments may also establish rules and procedures appropriate to my areas of responsibility.

I am expected to know and observe my department’s rules and procedures and to respect and adhere to the rules and procedures of other departments.

If I am a Team Member in Colorado, I acknowledge the following:

- I acknowledge that, to the extent permitted by law, if I access any wage-replacement benefits available to me under the Company’s Family and Medical Leave Insurance (“FAMLI”) Policy, I am required to use any other the Company-sponsored wage-replacement benefits that are not paid time off (“PTO”) that are then available to me, including, without limitation, any benefits available to me under a the Company-sponsored short-term disability policy or long-term disability policy, to supplement my FAMLI benefits up to 100% of my normal rate of pay. I acknowledge that in no case shall I be permitted to receive combined benefits exceeding my normal rate of pay. I acknowledge that except as set out below, FAMLI leave runs concurrently with any leave afforded under a different the Company policy.**
- I acknowledge that I am permitted (but not required) to use some or all of my unused accrued PTO, if any, while on FAMLI leave to supplement my FAMLI benefits up to 100% of my normal rate of pay. I acknowledge that in no case shall I be permitted to receive combined PTO/FAMLI benefits exceeding my normal rate of pay.**
- I acknowledge that upon my termination, my final paycheck will include a payout at my regular rate of pay for any unused accrued PTO, less any authorized deductions. I**

acknowledge that “authorized deductions” include any amounts necessary to cover loans, advances, goods, services, equipment, or property I received from the Company. In no event shall I be paid less than the then-applicable minimum wage for all hours worked.

- I acknowledge that I received copies of the Colorado Overtime and Minimum Pay Standards (“COMPS”) Order #38, 2023 FAMLI Program Notice, Notice of Paydays, and the Colorado Paid Leave, Whistleblowing, & Protective Equipment posters.

UMP reserves the right to modify these guidelines, or amend or terminate any policies or procedures, whether or not described in these guidelines, at the discretion of UMP. The Company may, at any time, modify, amend or terminate any Team Member benefits, whether or not described in these guidelines, or require or increase Team Member contributions toward any benefit.

My signature below indicates that I have read and understand the above statements and have received a copy of the Team Member Guidelines.

_____ Team Member Name (printed)
_____ Team Member Name (signature)
_____ Date

GEORGIA STATE ADDENDUM (FOR GEORGIA STATE TEAM MEMBERS ONLY)

Voting Laws

Generally, voting polls are open before and after normal work hours, and most Team Members have the opportunity to cast their ballot without needing to take time off from work. However, the Company permits Team Members up to 2 hours unpaid time off to vote in-person in primaries and elections on either election day or on a designated in-person early voting day. If you need time away from work to vote, talk with your supervisor ahead of time. For non-exempt Team Members, time away from work to vote is considered unpaid unless the Team Member chooses to use PTO.

Separation Notification

Employers are required to complete the Form DOL-800, "Separation Notice", for each worker separated regardless of the reason for separation (except when mass separation Form DOL-402 and Form DOL 402-A notices are filed).

- (a) The "Separation Notice" must be completed, signed by the employer or authorized agent, dated and delivered to the separated Team Member on the last day of work in accordance with printed instructions on the Form DOL-800.
- (b) If the Team Member is no longer available at the time employment ceases, the notice shall be mailed to the last known address of the Team Member within three (3) days of the date that the separation occurred or became known to the employer.

Paid Parental Leave for Non-Physician Team Members (This policy applies to all UMP Physician Affiliated Practices operating in the state of Georgia, and also includes UMP Corporate Team Members in Remote locations).

Maternity/paternity/adoption leave ("Parental Leave") under this policy is a paid leave associated with the birth of a team member's own child or the placement of a child with the team member in connection with adoption or foster care. Parental Leave is not charged against the team member's other paid credits (such as PTO), but it will run concurrently with FMLA leave where applicable. PTO does not accrue during Parental Leave. Non-physician, full-time team members (but not part-time, temporary, PRN or physician team member) that have been employed for at least 6 months are eligible for up to twelve weeks of Parental Leave, which will be compensated at the following rates:

- Week one: paid at 100% of the team member's regular rate of pay.
- Weeks two through twelve: paid at 60% of the team member's regular rate of pay (such as UMP's PTO Policy or Leave of Absence Policy).

If both parents are UMP team members, only one parent is eligible for Parental Leave for each birth or adoption. Both, however, continue to be entitled to FMLA leave if otherwise eligible. After Parental Leave has been exhausted, subsequent leave will be covered under appropriate policies (such as UMP's PTO Policy or Leave of Absence Policy).

Parental Leave cannot be broken down into multiple increments and must be taken as one continuous leave.

Eligible team members are entitled to one Parental Leave per rolling 12-month period. Birth mothers' benefits begin as of day of birth. Non-birthing parents or adoptive parents can begin the parental leave benefit within 6 months of birth or adoption.

Continuation of Benefits

Health insurance benefits will continue to be provided during Parental Leave if the applicable premiums are paid timely.

The premium amount a team member pays for health insurance benefits while on Parental Leave depends on the team member's length of service.

- If the team member has at least one full year of service with UMP, the premiums amount during the Parental Leave is the same rate as in effect for all other active team members of UMP.
- If the team member does not have at least one full year of service with UMP, the team member must timely pay both the employer and team member portion of the premiums. Please contact Human Resources to obtain the amount of these premiums.

Premium payments will continue to be deducted from the team member's compensation while on Parental Leave. If the premium amounts due are greater than the team member's compensation during the Parental Leave, the team member will need to make arrangements with Human Resources to timely pay the premiums to avoid cancellation of health insurance during the Parental Leave.

Requirements for Obtaining Paid Leave

The team member must provide the department head with 30 days' notice of the requested leave (or as much notice as practicable if leave is not foreseeable), complete the necessary forms, and file the forms with Human Resources.

To the extent that state or local laws provide family paid leave and medical benefits, those state and local laws prevail. See your specific state addendum for more information or contact your local HR representatives.

Additional Dress Code Guidelines

Hair color, nail care, and piercings should be in keeping with the environment in which we work. Extreme hair color will not be allowed. Nails should be clean, and the length should not interfere with the quality of work or patient care, **for clinical team members the length can be no more than ¼ inch long.** Ear piercings, other than gauges or plugs, are allowed. A small nose stud is allowed (no septum or rings). Other visible pierced jewelry is prohibited. Tattoos are generally acceptable if they are not on the face and are not visibly excessive. Tattoos should also not be offensive to others.

For additional guidance please consult your manager, or practice administration.

TEXAS STATE ADDENDUM (FOR TEXAS STATE TEAM MEMBERS ONLY)

FINAL PAYCHECK

If a Team Member resigns, they will be paid in full at the next regular payday. Terminated Team Members must be paid in full within six days. If a Team Member is not paid on a payday for any reason, including the Team Member's absence, UMP will pay those wages on another business day as requested by the Team Member.

Paid Time Off (PTO) For Hourly Team Members, Salaried Team Members (up to Director Level)

UMP strongly believes that Team Members need time away from work to relax, rest, for vacation and illness, or to attend to personal matters. As a result, we provide full-time Team Members with a substantial amount of annual PTO. Full-time, non-exempt (hourly) Team Members earn PTO and have a max accrual based upon their years of service and the number of hours for which they are regularly scheduled. Please see the chart below for details.

TENURE	Bi-Weekly Accrual (Hrs)	Days Per Year	Max Accrual (Hrs)
0-1 yr.	3.06	10	240
1-5 yrs.	4.61	15	240
5-10 yrs.	5.23	17	240
10 + yrs	6.15	20	240

PTO is pro-rated for first year of employment, and incremental increases happen in the pay period following the anniversary that triggers the accrual increase.

If you work less than a 40-hour work week, your hours are pro-rated. For example, 15 days = 90 hours for a 30-hour work week and 15 days = 120 hours for a 40-hour work week.

UMP intends to comply with applicable paid sick leave laws through the issuance of PTO under this policy. All Team Members working in paid sick leave jurisdictions will be allowed to use PTO for paid sick leave purposes. Team Members accrue PTO at a rate that complies with all applicable paid sick leave jurisdictions. If for some reason the accrual of PTO under this policy fails to comply with any paid sick leave jurisdiction, Team Members will be provided PTO for paid sick leave purposes in accordance with applicable law. For those part-time Team Members who are not eligible for PTO under this policy, and work in a paid sick leave jurisdiction, you will be provided paid sick leave separately in accordance with applicable law. You will receive PTO as required by applicable law to be used only for paid sick leave purposes. Hourly Team Members will receive one hour for every 30 hours worked and will be allowed to carry over unused time in accordance with applicable law. Salaried Team Members will be provided the

maximum amount of paid sick leave under applicable law. For more information regarding the accrual rights and use of PTO for paid sick leave purposes, please contact your manager or Human Resources Department.

Except as otherwise provided by state or local law, if you are out sick for three or more days, you must have a doctor's note to return to work.

Some cities and states may have additional municipal or state laws and regulations regarding PTO. See your local practice/platform for additional information. To the extent local or state laws provide broader PTO benefits to Team Members, those local and/or state laws will supersede this policy.

ELIGIBILITY

This policy applies to employees in the UMP Texas market, excluding TX MSO/Shared Services team members. PTO is applied upon hire or transfer into a benefits-eligible position. Eligible Team Members must be scheduled to work at least 30 hours per week on a regular basis. Team Members working fewer than 30 hours per week on a regular basis, per-diem and temporary Team Members are ineligible to accrue PTO. Should there be any conflict between these PTO eligibility guidelines and applicable state law, applicable state law shall prevail.

What is included in PTO?

- Vacation time
- Sick leave (self)
- Sick leave (family members)
- Personal leave
- Military leave
- Family and Medical Leave (FML)*

* If you are out for more than three days with a serious illness, injury, or surgery you might qualify for FMLA.

PTO GUIDELINES:

There is no guarantee that a request for PTO will be granted. In reviewing PTO requests, managers will consider the needs of the business, any other previously approved or pending requests for PTO by other teammates, and any other factor deemed relevant. For example, simultaneous absences of multiple teammates or absences of a single Team Member during a critical time may not be possible.

Paid time off is to be used prior to any unpaid time off being applied or approved.

You are not eligible for PTO during your first 90 days of employment, provided that UMP may (but is not required to) approve a limited amount of PTO during this 90-day period as appropriate. If PTO is not approved, you will not be paid for any day(s) not worked.

SCHEDULING AND USE

For non-exempt Team Members paid time off can be used in minimum increments of one hour. To take PTO, Team Members should request advance approval from their manager. Requests will be reviewed based on a number of factors including business needs and staffing requirements. If the need for PTO is for paid sick leave purposes (see below) and is foreseeable, Team Members should provide advance notice as soon as possible under the circumstances. If the need for PTO is not foreseeable, Team Members should provide notice of the need for PTO as soon as possible under the circumstances. If possible, a Team Member's leave request must include the expected duration of the leave. Additionally, requests for PTO of more than 10 days must be approved by a team member's next level leader. Requests should be made on the Paylocity Time and Attendance platform and be given orally in case of unforeseeable leaves (Team Members should follow local call-in procedures).

PAYMENT

Paid time off is paid at the Team Member's base pay rate at the time of PTO. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differential. PTO used for paid sick leave purposes in a state or local jurisdiction that requires paid sick leave will be paid in accordance with applicable law.

CARRY-OVER/ROLLOVER

Maximum PTO accrual will not exceed 240 hours in a calendar year and maximum rollover of 80 hours annually will be allowed. Some cities and states may have additional municipal or state laws and regulations regarding PTO. See your local practice/state addendum for additional information.

UPON TERMINATION

PTO will not be paid out at termination (either voluntary or involuntary termination). PTO cannot be taken after a notice of resignation unless approved by the team member's manager. Some cities and

states may have additional municipal or state laws and regulations regarding PTO. See your local practice/state addendum for additional information.

PTO BUY BACK PROGRAM

Employees of the UMP Texas Market have the option to buy back a portion of their Paid Time Off hours at 75% of their current base rate of pay. Buy Back opportunities will be offered in February, May, August, and November of each year and last for two weeks each. The exact dates, including submission deadlines, will be communicated in advance. Employees are limited to selling back a maximum of 80 hours each calendar year. PTO Buy Back funds will generally be paid on the non-payday Friday following the closing of the Buy Back request period. Buy Back earnings are subject to 401K withholding, in addition to federal and state mandated deductions (i.e., FICA-SS, FICA, FIT).

PTO Buy Back Eligibility Criteria

- Employees must have been employed by UMP for at least 6 months.
- Employees on a Performance Improvement Plan and/or disciplinary action are not eligible to buy back PTO hours.
- An employee must maintain a minimum of 40 hours in their PTO bank.
- In order to buy back PTO hours, a minimum of 16 hours must be bought back.
- The PTO Buy Back program does not apply to employees who are director-level and above, physicians, or TX MSO/Shared Services employees.
- PTO Buy Back request forms must be received by the submission deadline. Forms received after the deadline will not be eligible for Buy Back.

FLEXIBLE PAID TIME OFF (PTO) FOR SALARIED TEAM MEMBERS (Director Level and above)

UMP offers a flexible paid-time-off ("PTO") policy that allows full-time exempt (salaried) Team Members to take PTO as needed for vacation and illness, subject to the needs of UMP and the terms described below. This policy is based on mutual trust between UMP and each eligible Team Member. It provides full-time exempt Team Members, Director Level and above, who have been employed for at least 90 days with opportunities to work or take time off as they see fit, as long as the time off request is approved, and the Team Member continues to fulfill his or her responsibilities.

The key terms of the Flexible PTO policy are set forth below:

- You are expected to delegate or otherwise manage or transition projects and duties that will be affected by your PTO. PTO utilization will be tracked and monitored to ensure job functions and responsibilities are completed accurately and timely. Requests should be made on the Paylocity Time and Attendance platform.
- You will plan, with your manager, the PTO time you would like to take giving as much notice as possible. Additionally, requests for PTO of more than 10 days must be approved by a Team Member's next level leader.
- You are not eligible for PTO during your first 90 days of employment, provided that UMP may (but is not required to) approve a limited amount of PTO during this 90-day period as appropriate. If PTO is not approved, you will not be paid for any day(s) not worked.
- In order to ensure a smooth transition upon termination, PTO may not be used within the last two weeks of a Team Member's employment. Any days, other than holidays, not worked in the final two weeks of employment will be unpaid.
- Exempt Team Members at the Director-level and above do not accrue PTO; therefore, UMP will not compensate for any unused PTO upon termination or otherwise.
- PTO cannot be used during Parental Leave (see State Addendums).

- PTO cannot be used while receiving short-term-disability benefits.

This is not an exhaustive list. You should use good judgement and adhere to UMP's policies when requesting/approving PTO. Effective communication between Team Members is vital to make this policy work for everyone.

REVISION HISTORY

Version	Author	Description of Change	Release Date
001	UMP HR DEPT.	CREATION	12/19/23
002	UMP HR DEPT.	Annual Updates	12/30/24