
EMPLOYEE HANDBOOK

Associated Eye Care, Inc.

An Equal Opportunity Employer

**A Manual of
Employee Benefits and
Personnel Policies
2021**

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Receipt of Company Employee Handbook

The Employee Handbook (sometimes called a Personnel Policy Manual and referred to as the “Manual”) is a compilation of personnel policies, practices, and procedures currently in effect at Associated Eye Care, Inc., an equal opportunity employer.

This Manual is designed to introduce you to the organization, familiarize you with Company policies as they pertain to you as an employee, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and to help answer many of the questions that may arise in connection with your employment.

This Manual and any other provisions contained herein do not constitute a guarantee of employment or an employment contract, express or implied. You understand that your employment is “at-will” and that your employment may be terminated for any reason, with or without cause, and with or without notice. Only the President or other authorized representative(s) of Associated Eye Care, Inc. has the authority to enter into a signed written agreement guaranteeing employment for a specific term. This Manual is intended solely to describe the present policies and working conditions at Associated Eye Care, Inc. This Manual does not purport to include every conceivable situation; it is merely meant as a guideline, and unless laws prescribe otherwise, common sense shall prevail. Of course, Federal, state, and/or local laws will take precedence over Associated Eye Care, Inc. policies, where applicable.

Personnel Policies are applied at the discretion of Associated Eye Care, Inc. Associated Eye Care, Inc. reserves the right to change, withdraw, apply, or amend any of its policies or benefits, including those covered in this Manual, at any time. Associated Eye Care, Inc. may notify you of such changes via email, posting on the Company’s Intranet, Portal or Website, or via a printed memo, notice, amendment to or reprinting of this Manual, but may, in its discretion make such changes at any time, with or without notice and without a written revision of this Manual.

By signing below, you acknowledge that you have received a copy of Associated Eye Care, Inc.’s Employee Handbook, and understand that it is your responsibility to read and comply with the policies contained therein and any revisions made to it. Furthermore, you acknowledge that you are employed “at-will” and that this Manual is neither a contract of employment nor a legal document.

Signature

Date

Please print your full name

*Please sign and date one copy of this notice and return it to the Practice Manager.
Retain a second copy for your reference.*

Welcome and Purpose

This Manual is designed to acquaint you with Associated Eye Care, Inc. and provide you with general information about working conditions, benefits, and policies affecting your employment.

Associated Eye Care, Inc. is an Equal Opportunity Employer in all personnel decisions.

The information contained in this Manual applies to all employees of Associated Eye Care, Inc. Following the policies described in this Manual is considered a condition of continuous employment. However, nothing in this Manual alters an employee's "at-will" status. The contents of this Manual shall not constitute nor be construed as a promise of employment or as a contract between the Company and any of its employees. The Manual is a summary of Associated Eye Care, Inc. policies, which are presented here only as a matter of information.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Mission Statement

It is the mission of Associated Eye Care, Inc. to serve patients in their local communities through the delivery of comprehensive, compassionate, high-quality eye care.

Goals:

- To provide the highest quality, ethical care to the patients we serve.
- To create an environment that involves and motivates our employees.
- To stimulate and reward our physicians.
- To ensure the financial stability of the practice.

Values:

Leadership – Providing accountable leadership that creates and sustains customer focus and quality values.

Quality – Continually assessing quality levels and seeking ways to improve quality performance.

Productivity – Managing available resources in a way that maximizes company benefits.

Service Excellence – Building and maintaining customer focus and satisfaction levels.

Finance – Managing processes to ensure maximum financial performance.

Planning – Providing both short and long-term strategic planning, with a focus on achieving company goals.

People – Developing the full potential of the company's workforce.

Employee Classification

Employees are classified as either exempt or non-exempt for pay administration purposes, as determined by the federal Fair Labor Standards Act (FLSA).

The definitions of the worker classification categories can be summarized as follows:

Exempt: Management, supervisory, professional, sales or administrative employees, whose positions meet FLSA standards, are exempt from overtime pay requirements.

Non-exempt: Employees whose positions do not meet the FLSA exemption standards are paid overtime. Employees classified as non-exempt generally work in non-supervisory, non-professional or non-administrative capacities. Overtime work, however, is prohibited without specific Team Leader authorization.

In addition, each employee's status is defined as one of the following:

Full-time: Employees who work a minimum of 32 per week are full-time. Such full-time employees are eligible for benefits after applicable requirements for length of service have been met. Some benefits may be prorated for those employees working less than 40 hours per week.

Regular Part-time: Employees who work less than 32 hours but more than 24 hours per week are regular part-time. Such part-time employees are eligible for benefits after applicable requirements for length of service have been met. Some benefits are prorated.

Variable: Employees who work 24 hours per week or less are variable and are not eligible for benefits. Variable employees will receive all legally mandated benefits (such as workers compensation and Social Security benefits) but are ineligible for other benefit programs.

Temporary: Temporary employees are those engaged to work either part-time or full-time on Associated Eye Care, Inc.'s payroll, but have been hired with the understanding that their employment will be terminated no later than upon their completion of a specific assignment. Such employees may be either "exempt" or "non-exempt" but are not eligible for Associated Eye Care, Inc. benefits except as mandated by law.

Independent Contractors: Consultants, freelancers or independent contractors are not employees of Associated Eye Care, Inc. The distinction between employees and independent contractors is important because employees may be entitled to participate in the Company's benefits programs, while independent contractors are not. In addition, Associated Eye Care, Inc. is not required to withhold income taxes, withhold and pay Social Security and Medicare taxes, or pay unemployment tax on payments made to an independent contractor.

Equal Employment Opportunity

It is the policy of Associated Eye Care, Inc. to provide equal employment opportunity to all individuals. We are committed to a diverse workforce. We value all employees' talents and support an environment that is inclusive and respectful. We are strongly committed to this policy and believe in the concept and spirit of the law.

We are committed to assuring that:

- All recruiting, hiring, training, promotion, compensation, and other employment related programs are provided fairly to all persons on an equal opportunity basis.
- Employment decisions are based on the principles of equal opportunity. All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to any characteristic protected by state, federal or local law; and
- Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion, or discrimination because they have exercised any right protected by law.

We believe in and practice equal opportunity. The Practice Manager serves as our Equal Opportunity Coordinator and has overall responsibility for assuring compliance with this policy. All employees are responsible for supporting the concept of equal opportunity and diversity and assisting our Company in meeting its objectives.

I-9 Immigration Reform

Associated Eye Care, Inc. complies with the Immigration Reform and Control Act, employing only those persons who are legally eligible to work in the United States.

Associated Eye Care, Inc. complies with the Immigration Reform and Control Act of 1986 by employing only United States citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of employment to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (INS Form I-9). If an individual cannot verify his/her right to work within three days of hire, Associated Eye Care, Inc. must terminate his/her employment.

Background Checks

Associated Eye Care, Inc. may conduct background checks on candidates, post-job offers. Associated Eye Care, Inc. may also use a third-party administrator to conduct the background check. The type of information that may be collected is as follows: criminal background check, employment history, education, credit and professional or personal references.

This information may also be sought out during reassignment or promotional periods.

Associated Eye Care, Inc. will conduct background checks in compliance with the federal and state statutes of the Fair Credit Reporting Act. The employee will receive a copy of the report and a description of his/her rights under the Act.

Workers' Compensation

Associated Eye Care, Inc. will provide workers compensation, a type of accident and injury insurance, for those who suffer a job-related injury or illness. Both income and medical benefits will be provided as well as insurance premiums.

Employees returning to work must provide proof of rehabilitation or treatment from a licensed physician and verification that they are able to complete all job-related tasks. If the employee cannot complete some of the tasks as ordered by the physician, Associated Eye Care, Inc. will modify his/her job load when possible. Once a physician has verified that the employee can resume all job-related tasks, he/she will no longer receive workers compensation benefits.

Orientation Period

For all employees hired by Associated Eye Care, Inc., the first 90 days of employment are a probationary period. During this time, the employee will undergo training and orientation as directed by the employee's Team Leader. The employee's Team Leader will also monitor the employee's performance. Except for legally mandated or regulated benefits, and employer offered group insurance (see Employer Offered Insurance), employees who are within their orientation periods are ineligible for benefit programs. Paid Time Off is accrued during this 90-day period but cannot be used until after the 90 days are completed.

During the first 90 days of employment, the employee is encouraged and expected to ask questions concerning his/her job responsibilities and determine if he/she is satisfied with the position. If the employee's job performance is found to be unsatisfactory by his/her Team Leader at any time during the first 90 days of employment, the employment will be terminated. The completion of this period does not create anything other than an "at-will" relationship.

This orientation period may be extended if an employee is absent for any extended amount of time. If an employee leaves prior to completion of their orientation period, they forfeit any accrued paid time off.

Employment is "at will" both during and after the orientation period.

Overtime Pay

Associated Eye Care, Inc. shall compensate all hourly, non-exempt employees time and one-half for all hours worked in excess of 40 hours each week. The workweek begins on Sunday morning (12:01 a.m.) and ends on Saturday at midnight (12:00 p.m.).

At times, employees will be asked to work overtime to complete necessary work tasks. The employee's Team Leader will notify the employee as early as possible regarding his/her scheduling needs.

If an employee would like to work overtime hours, he/she must receive prior authorization from his/her Team Leader before working the overtime hours.

Pay Periods and Paychecks

Employees will be paid every other Thursday for the two-week period worked immediately prior. The workweek begins on Sunday morning (12:01 a.m.) and ends on Saturday at midnight (12:00 p.m.). All paychecks will be direct deposit.

If a payday falls on a Holiday, paychecks will be deposited on the day prior.

Payroll deductions will be made in accordance with federal and state law.

Time Clock Regulations

Associated Eye Care, Inc. requires that each employee accurately record their hours worked and location worked at each day. For this purpose, the company utilizes a web-based timekeeping solution that can be accessed using any company computer.

Each employee is responsible to record his/her own time. If an employee punches in or out for another employee, each are subject to disciplinary action.

Employees may not punch in more than five minutes before the beginning of his/her shift unless approved or requested by their team leader, practice manager or provider.

Working off the clock is strictly prohibited.

Employees are responsible to confirm their time worked is accurate at the end of each pay period. Any discrepancies should be reported to their team leader or practice manager by the Monday of the payroll week.

Employment Termination

1. Associated Eye Care, Inc. and its employees share a working relationship defined as employment-at-will. Simply stated, employment-at-will means that in the absence of a specific written agreement, you are free to resign at any time, and Associated Eye Care, Inc. reserves the right to terminate your employment for any reason (which does not violate any applicable law) with or without prior notice.
2. Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:
 - Resignation – voluntary employment termination initiated by an employee.
 - Termination – involuntary employment termination initiated by Associated Eye Care, Inc.
 - Layoff – involuntary employment termination initiated by Associated Eye Care, Inc. for non-disciplinary reasons.
3. If you wish to resign, you are requested to notify your Team Leader of your anticipated departure date at least two weeks in advance. Of course, as much notice as possible is appreciated by Associated Eye Care, Inc. and your coworkers. This notice should be in the form of a written statement.
4. In the case of termination due to resignation with proper notice, retirement, or permanent reduction in the work force, your accrued paid time off pay will be paid to you.
5. If you do not show up for work one day, your PTO or PSB will be automatically applied for that day. If you do not show up a second day, we will assume you have resigned. No unused PTO or PSB will be paid out.
6. Unused PSB time is not paid upon termination.
7. In the case of termination, any paid time off or personal/sick time used in excess of accrued time will be deducted from your final paycheck.
8. Furthermore, any outstanding financial obligations owed to Associated Eye Care, Inc. including optical will also be deducted from your final check.
9. Parking cards, office keys, company equipment, and building passes must be returned on or before the last worked. A meeting between you and the Practice Manager may take place prior to your last day of work.
10. A health insurance extension of benefits under COBRA regulations is available and is offered via our insurance agent to eligible employees.

11. If you leave Associated Eye Care, Inc. in good standing, you may be considered for re-employment. An employee who resigns from Associated Eye Care, Inc. without two weeks' notice is not eligible for rehire.

COBRA

Associated Eye Care, Inc. complies with the federal law, Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99 272, and later amendments, otherwise known as COBRA. Please refer to your General Notice for your rights and responsibilities under COBRA. A General Notice is mailed to your home whenever a qualifying event occurs, including hire. If you are unable to locate your General Notice you may request one by contacting the Practice Manager. All COBRA Notices are mailed in accordance to the law.

Rehire

A former employee who has been rehired after leaving employment for more than ninety (90) days is considered new hire. Benefits may not be continued from the point of his/her last tenure unless otherwise stated in the benefit certificate or required by law.

Any employee returning to work after a leave of less than ninety (90) days will have his/her benefits reinstated at the level when separation began, unless otherwise stated in the benefit certificate or required by law.

You may re-enter the 401k plan immediately upon rehire.

Code of Conduct

Associated Eye Care expects employees to follow general rules and act in a professional, courteous manner to protect the interest and safety of all employees and the practice. The following rules of conduct are not intended to be all encompassing and do not address every issue which may occur. They are subject to disciplinary action up to and including termination. Associated Eye Care, Inc. may add, change, or delete conduct rules as they deem necessary.

The following will not be tolerated and will be subject to disciplinary action including termination.

- Insubordination including the refusal to obey the direct order of team leader, doctor, or management and disrespectful or abusive actions toward management, fellow employees, doctors, or patients.
- Fighting or threatening violence on work premises.
- Immoral or indecent conduct.
- Use of foul language, profanity, and/or inappropriate slurs.
- Violation of Drug Free, Smoke Free, Violence Free or Workplace harassment policies.
- Safety, HIPAA, or OSHA Violations.
- Causing dissention among the staff through gossip or becoming involved in matters that do concern that employee.
- Sleeping, loafing, or loitering on the job.
- Possession of Associated Eye Care, Inc. property without proper authorization, theft, or destruction of property.
- Dishonesty.
- Failure to follow written or verbal instructions.
- Leaving the premises during scheduled hours without permission.
- Making false, vicious, or malicious statements concerning Associated Eye Care, Inc. or any employee or patient.
- Doing personal work on company property either during or after working hours without permission.
- Failure to meet accepted work standards.
- Discussing personal issues, work related issues, or information involving other patients in front of or within earshot of patients
- Activities that create a conflict of interest with Associated Eye Care, Inc.
- Excessive absences, tardiness, or failure to report to work.
- Falsifications of one's resume, employment application, medical or employment history or timekeeping records.
- Using company equipment for purposes other than business (i.e., games, social media, or personal internet usage).

Disciplinary Action

Associated Eye Care, Inc. reserves the right to terminate an employee at any time for any lawful reason with or without prior disciplinary counseling or notice. Nothing in this Handbook or any other Associated Eye Care, Inc. document is intended to:

- Modify this “at-will” employment,
- Promise progressive discipline or disciplinary counseling,
- Promise notice in circumstances where Associated Eye Care, Inc. considers immediate termination or discipline to be appropriate.

Disciplinary actions may entail verbal, written, final warnings, suspension, or termination. All these actions may not be followed in some instances. Associated Eye Care, Inc. reserves the right to exercise discretion in discipline. Prior warning is not a requirement for termination. If you are disciplined in writing, copies of your warnings are placed in your personnel file.

Associated Eye Care, Inc. reserves the right to take any disciplinary action it considers appropriate, including termination, at any time. In addition to those situations discussed elsewhere in this handbook, listed below are some other examples where immediate termination could result. This list is general in nature and is not intended to be all-inclusive:

- Discourtesy to a customer, provider, patient or the public resulting in a complaint or loss of good will.
- Refusal or failure to follow directives from a Team Leader, manager, or an Associated Eye Care, Inc. officer.
- Breach of confidentiality relating to employer, employee, customer, or provider information.
- Altering, damaging, or destroying Company property or records, or another employee’s property.
- Dishonesty.
- Providing false or misleading information to any Associated Eye Care, Inc. representative or on any Associated Eye Care, Inc. records including the employment application, benefit forms, time records, expense reimbursement forms, etc.
- Fighting or engaging in disorderly conduct on Associated Eye Care, Inc.’s premises.
- Violations of any of Associated Eye Care, Inc.’s employment policies including, but not limited to, confidentiality, security, solicitation, insider trading, conflict of interest, and code of conduct.
- Conduct or performance issues of a serious nature.
- Failure of a drug or alcohol test.
- Reporting to work under the influence of alcohol, illegal drugs, or narcotics.
- Possessing firearms or other weapons on practice premises.

Drug-Free Workplace

Associated Eye Care, Inc. recognizes alcohol and drug abuse as potential health, safety, and security problems. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, marijuana, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment.

Employees are prohibited from the following when reporting for work, while on the job, on Company or customer premises or surrounding areas, or in any vehicle used for Company business:

- The unlawful use, possession, transportation, solicitation, manufacture, sale, dispensation, or other distribution of an illegal or controlled substance or drug paraphernalia.
- The unauthorized use, possession, transportation, solicitation, manufacture, sale, dispensation, or other distribution of alcohol.
- Being under the influence of alcohol or marijuana, having a detectable amount of an illegal or controlled substance in the blood or urine (“controlled substance” means a drug or other substance as defined in applicable federal laws on drug abuse prevention).

Any employee violating these prohibitions will be subject to disciplinary action up to and including termination.

Drug and alcohol testing may be carried out in compliance with any applicable state and federal laws and regulations.

We recognize that employees suffering from alcohol or drug dependence can be treated. We encourage any employee to seek professional care and counseling prior to any violation of this policy.

Violence-Free Workplace

It is Associated Eye Care, Inc.'s policy to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, Associated Eye Care, Inc. will not tolerate violence or threats of violence of any form in the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to Associated Eye Care, Inc. employees, clients, customers, patients, guests, vendors, and persons doing business with Associated Eye Care, Inc.

It will be a violation of this policy for any individual to engage in any conduct, verbal or physical, which intimidates, endangers, or creates the perception of intent to harm persons or property. Examples include but are not limited to:

- Physical assaults or threats of physical assault, whether made in person or by other means (i.e., in writing, by phone, fax, e-mail, on the internet or social media).
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of a co-worker.
- Possession of firearms or any other lethal weapon on Company property, in a vehicle being used on Company business, in any Company owned or leased parking facility, or at a work-related function.
- Any other conduct or acts which management believes represents an imminent or potential danger to workplace safety/security.

Anyone with questions or complaints about workplace behaviors which fall under this policy may discuss them with a Team Leader or the Practice Manager. Associated Eye Care, Inc. will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination of employees. Where such actions involve non-employees, Associated Eye Care, Inc. will take appropriate action for the circumstances. Where appropriate and/or necessary, Associated Eye Care, Inc. will also take whatever legal actions are available and necessary to stop the conduct and protect Associated Eye Care, Inc. employees and property.

Workplace Harassment

Associated Eye Care, Inc.'s policy is to provide a work environment that is free from harassment. Therefore, Associated Eye Care, Inc. will not tolerate harassment based on age, race, gender, color, religion, national origin, disability, marital status, covered veteran status, sexual orientation, status with respect to public assistance, and other characteristics protected under state, federal, or local law. Such conduct is prohibited in any form at the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to all Associated Eye Care, Inc. employees, clients, customers, patients, guests, vendors, and persons doing business with Associated Eye Care, Inc.

Sexual harassment, one type of prohibited harassment, warrants special mention. Sexual harassment has been defined according to Associated Eye Care, Inc. guidelines as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- *Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment.*
- *Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or*
- *Such conduct has the purpose or effect of interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.*

Examples of conduct prohibited by this policy include, but are not limited to:

- Unwelcome sexual flirtation, advances, or propositions.
- Verbal comments related to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation.
- Explicit or degrading verbal comments about another individual or his/her appearance.
- The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer.
- Any sexually offensive or abusive physical conduct.
- Displaying cartoons or telling jokes which relate to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation.

If you believe that you are being subjected to workplace harassment, you should:

1. Tell the harasser that his or her actions are not welcome, and they must stop, if you feel comfortable enough to do so.
2. Report the incident immediately to your Team Leader or the Practice Manager.

~ *Workplace Harassment* ~

3. Report any additional incidents or retaliation that may occur to your Team Leader or the Practice Manager.

Any reported incident will be investigated immediately and thoroughly. Complaints and actions taken to resolve complaints will be handled as confidentially as possible, given Associated Eye Care, Inc.'s obligation to investigate and act upon reports of such harassment. Appropriate actions will be taken by Associated Eye Care, Inc. to stop and remedy all such conduct, including interim measures during a period of investigation.

Retaliation of any kind or discriminating against an employee who reports a suspected incident of harassment or who cooperates in an investigation is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including immediate termination.

Employee Discount Policy

Associated Eye Care, Inc. offers significant discounts on goods and services purchased by active permanent full-time, regular part-time, and variable part-time employees who have satisfied their orientation periods.

Optical Illusion Purchases

Associated Eye Care, Inc. offers eligible employees discounts and flexible repayment terms made on purchases at Optical Illusion. Employees are permitted to purchase eyewear/contacts/supplies at cost for employee use only. To qualify for this benefit, employees must (a) pay in full for the purchase at time of delivery or (b) pay in full for the purchase within 45 days using payroll deduction and (c) give their order to the optical team leader prior to processing. Employees choosing payroll deduction are also authorizing Associated Eye Care, Inc. to deduct any balance due to Optical Illusion from their final paycheck.

Immediate family member of eligible employees (spouse, children, stepchildren) are permitted to purchase glasses at cost plus 30%. Since there is very little mark-up on contacts, they can be purchased at cost plus 30% or retail (whichever is the lessor amount).

Annually each employee will receive 5 vouchers at 50% off the retail price for glasses, not contacts. The vouchers can be used for all other remaining family members. If we are combining insurance with an order, a standard 15% off the remaining balance will be used as one voucher. There are no discounts given on insurance co-pays. Vouchers are not applicable for contacts; however free trials may be ordered one time per year.

All vouchers must be turned in to the optical team leader to be valid and expire in a year. Any unused vouchers are to be returned to the optical team leader. If you are no longer an employee of Associated Eye Care, your vouchers are null and void.

No other discounts will be given.

Medical and Vision Services

Eligible employees of Associated Eye Care, Inc. are offered professional eye-related medical and vision exams at no cost. Employees may incur certain costs such as equipment, facility, or other professional fees in conjunction with services rendered outside Associated Eye Care offices. In addition, fees for implantable devices, pharmacy, and/or other supplies or services will be the responsibility of the employee.

Employer-Offered Insurance

Associated Eye Care, Inc. provides group carrier health, dental, life and short-term disability insurance plans to all active permanent full-time and regular part-time employees. Associated Eye Care, Inc. pays the first \$550 of the monthly premiums and the employee pays any amount above the \$550 for a single plan through payroll deductions. The employee pays 100 percent of any additional chosen dependent coverage through payroll deductions.

All insurance coverage begins on the first day of the month following your qualifying employment start date. Eligible employees must complete enrollment forms.

Group insurance is an employee benefit in which an employee is not required to enroll. In the event the employee wishes to waive coverage, an addition to the employee's hourly rate may apply. For inquiries, contact the Practice Manger.

Employees are urged to consult the insurance summary plan descriptions for details of all plan benefits. The plan documents control payment of any benefits.

Must work 25 hours or more to be eligible.

Employee Uniform Allowance

To facilitate appropriate dress, Associated Eye Care, Inc. provides an annual uniform allowance to all permanent active employees who have satisfied their orientation period. The allowance is paid each calendar year in July according to the following schedule:

- Full time employees: up to \$175.00 maximum
- Regular part-time employees: pro-rated based on hours worked
- Variable part-time employees: pro-rated based on hours worked

In order to be eligible for their full allowance, employees must have worked the entire 12-month period prior to July. The allowance will be pro-rated for employees working fewer than the entire 12-month period.

Eligible expenses include those for acceptable forms of dress as defined by the Associated Eye Care, Inc. Dress Code, including:

- Standard Uniform Tops and Pants
- Uniform Jackets or Lab Coats
- Shoes
- Casual Business Attire for Opticians

The allowance is provided in the form of a reimbursement. Employees should submit receipts for eligible expenses two weeks in advance to the Financial Coordinator.

401(k) and Profit-Sharing Plan

Associated Eye Care, Inc. sponsors the Associated Eye, Inc 401(k) Profit Sharing Plan for the benefit of its employees. The Plan is a tax-qualified profit-sharing plan, with elective deferrals by participants as permitted under Internal Revenue Code 401(k) Plan and includes matching contributions by the Plan Sponsor. The Plan is designed to comply with all applicable federal laws and regulations and is designed to provide Plan participants with the opportunity to accumulate retirement savings through a combination of employee and employer contributions to each individual participant's account and any capital appreciation or earnings that may accrue to each individual participant's account.

There are three (3) different contribution types available in the plan:

- Elective Deferrals with applicable company match. This type of contribution is also known as 401(k) contributions or salary deferral contributions.
- Safe Harbor: Associated Eye Care Inc. funds this contribution to the plan.
- Employer Non-Elective: This is also known as a profit-sharing contribution. Associated Eye Care, Inc. will, at its discretion, contribute to the plan on an annual basis.

To be eligible for the 401k Profit Sharing, employees must be 21 years old, and have completed one (1) year of service (working 1,000 hours during a consecutive 12-month period). To be eligible to receive a Safe Harbor contribution and Employer Non-Elective, employees must be Plan eligible and be employed on the last day of the plan year.

Contributions are limited by federal regulations. Associated Eye Care, Inc. matches the employee's elective deferral up to 4%.

Employer contributions are subject to a vesting schedule.

Contact the Practice Manager for more detailed information or to receive copies of the Summary Plan Description and/or Investment Policy Statement.

Business Expense Reimbursement

Associated Eye Care, Inc. will reimburse employees for all necessary and reasonable travel expenses related to the normal conduct of business. To administer uniform guidelines for reimbursement of business-related travel, meals, and entertainment expenses, the following policies and procedures have been established. While this policy provides many answers and useful guidance, it cannot address every possible situation. If you have any questions regarding the business nature and/or reimbursement of such expenses, check with your Team Leader before you commit to spending any funds. The most useful guide to cost effective business travel is to spend money as if it were your own.

Auto Allowance/Mileage:

Employees receive reimbursement for direct business mileage when utilizing their personal automobiles for the purposes of conducting company business. Mileage is reimbursed at \$.50 per mile. The use of a personal automobile for business related travel is only authorized if the automobile is covered by a current insurance policy with limits not less than those required by the state in which the vehicle is licensed. Any damages, repair costs, and/or maintenance costs incurred by an employee in the use of their privately owned vehicle in conjunction with Company business is the sole responsibility of the employee. Commuting to and from work cannot be reimbursed per State Law.

Air Travel:

Reservations for all domestic air travel can be made by the employee either online or directly with the various airlines. It is expected that employees make every effort to minimize the cost of air travel, including considering Saturday night stays or departures out of airports. Trips involving a Saturday night stay must be pre-approved by the employee's manager. All original receipts must be included with the employee's travel and expense report.

Spouse's Travel:

Travel expenses related to an employee's spouse are not reimbursable by the Company.

Lodging:

The selection of overnight lodging should be guided by considerations of safety, quality and reasonableness of room rates. The most useful guide to cost effective accommodations is to spend money as if it were your own. All original receipts must be included with the employee's travel and expense report. The cost of in-room movies is not reimbursable.

Business Meals:

Employees will be reimbursed for reasonable and actual expenses for meals incurred while on business trips away from their normal business hours. Expenses for alcoholic beverages are not reimbursable. All original receipts must be included with the employee's travel and expense report. Reimbursement will not exceed reasonable meal expenses as outlined below:

- Breakfast (\$10.00)
- Lunch (\$15.00)
- Dinner (\$30.00)

~ Business Expense Reimbursement ~

Meals are reimbursable expenses when approved in advance for meetings or other functions where business is conducted. Lunches for department or team meetings should be reasonable both in terms of cost and frequency. The guideline for reimbursement of tips on business meals is 18%.

Submittal of Expense Report Forms:

It is the employee's responsibility to prepare and submit Expense Reports including receipts to receive reimbursement for business related expenses. Expense Reports should be submitted in a timely manner.

For business related meals and entertainment expenses to be deductible, IRS regulations require that the amount and date of expense, specific business purpose, name/title/company of people entertained, and name/location of the establishment where the event took place and time of the business discussion (i.e., before, during or after the event) and entertainment be documented on the expense form.

All claimed expenses over \$2.00 must have an original receipt. All Expense Report forms must be signed by the employee and approved by the Practice Manager before being submitted to Accounts Payable for processing.

Continuing Education

Associated Eye Care, Inc. is committed to developing and maintaining a high-performance workforce and encourages its employees to continue to develop the knowledge and skills necessary to succeed in their jobs and provide optimum service to customers. Associated Eye Care, Inc. provides continuing education reimbursement for approved courses, continuing education credits, certifications, and licensing to support employees' development of skills and knowledge that will be of mutual benefit to both the employee and the company.

In order to qualify for this benefit, employees must be an active permanent full-time or part-time employee who has satisfied the orientation period. All continuing education opportunities must be approved in advance by the Practice Manager.

Qualified Activities:

- **Job-related courses or training:** Approved job-related courses are those that involve subjects that will benefit the employee in executing present job responsibilities or where it is part of an individual's planned development or advancement within the Company. Non-position related courses are generally not covered. The annual limit stated in the schedule of reimbursement applies. All courses must pre-approved by the Practice Manger.
- **Technical Licensing:** A license is required for several positions within Associated Eye Care, Inc. Employees are responsible for maintaining their licensing requirements. License renewal fees for applicable licenses are a covered expense by Associated Eye Care. With advance approval, expenses or reimbursement for expenses may be covered for initial licensing if the license is required for the individual's current position or where the Company agrees it is part of an individual's planned career path within the organization. The annual limit stated in the schedule of reimbursement applies.
- **Continuing Education Credits:** Associated Eye Care, Inc. may cover expenses related to continuing education courses throughout the year for employees to maintain their licensing requirements. On-line self-study and in-house training for C.E. is the preferred method in assisting employees with C.E. credits. However, in some instances, with advance approval, continued educational credits might also be obtained through outside vendors, clients, colleges, or universities. The annual limit stated in the schedule of reimbursement applies.

Reimbursement Procedure: Following completion of the approved coursework, the employee submits a "Check Request" form with evidence of satisfactory completion to the Practice Manager as well all receipts.

Additional Guidelines: Courses or training received under this program should normally be held outside of working hours. The Company reserves the right to be selective in approving educational assistance. Initial approval of education continuance, does not obligate the

~Continuing Education~

Company to approval of future courses. Reimbursement is contingent upon continued employment beyond course completion and may be treated as taxable income in accordance with the IRS regulations. This program does not include costs associated with seminars/courses where attendance is required.

Schedule of Reimbursement:

- Full-Time Employees – Maximum annual reimbursement of \$400.00.
- Regular Part-Time Employees – Maximum annual reimbursement of \$300.00
- Variable Part-Time Employees:
 - 9-23 hours worked weekly – Maximum annual reimbursement of \$200.00
 - 8 hours worked weekly – Maximum annual reimbursement of \$100.00
 - Less than 8 hours worked weekly – No benefit available.

Contagious Illness

Associated Eye Care, Inc. realizes that employees with a contagious temporary illness, such as influenza, colds and other viruses need to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness may continue to work, the company considers several factors. The employee must be able to perform normal job duties and meet regular performance standards. In the judgment of the employer, the employee's continued presence must pose no risk to the health of the employee, other employees, or patients. If an employee disputes the company's determination that such a risk exists, the employee must submit a statement from his or her attending health care provider that the employee's continued employment poses no risk to the employee, other employees, or patients.

In the event we are under a health pandemic such as COVID-19, CDC guidelines will be followed, and all employees will be required to abide by these.

Team Leaders are encouraged to remind employees that the company provides paid sick leave to active permanent full-time and regular part-time employees to cover absences due to temporary illness (see Employee Paid Time Off). All employees are urged to contact the Practice Manager regarding questions about the possible contagious nature of another employee's temporary illness.

Bereavement Leave

Associated Eye Care, Inc. has taken into consideration the personal needs that arise from the death of an **immediate** family member. The company provides paid bereavement leave which is part of PSB time to active permanent full-time and regular part-time employees (see Employee Paid Time Off).

Immediate family is understood to include father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, or any relative who lives with the employee.

Jury Duty

It is the duty of every citizen to serve on a jury when called. Associated Eye Care, Inc. does not provide paid time off for jury duty, per se, but PTO or PSB may be used. However, you are not required to use paid time. Unpaid time will be granted.

- Show your Team Leader your summons to serve on a jury prior to the time that you are scheduled to serve.
- Furnish your Team Leader with evidence of having served on a jury for the time claimed.

Employee Paid Time Off

Leave Accrual

- Paid Time Off (PTO) is accrued for all permanent active full-time and regular part-time staff. PTO is not accrued for temporary or variable employees. PTO can be used for any reason, and must be used for the following officially recognized practice holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

It is mandatory for employees to use available PTO when holidays fall on days on which they would normally work. These hours are already calculated in the accrual rate. Holidays that fall on Saturdays will be observed on Fridays; holidays that fall on Sundays will be observed on Mondays.

The PTO accrual rate varies depending on the number of years of service as follows:

Years of Service	Accrual per Pay Period	Maximum Accrual
0 to 6 years	4.93 hours	128 hours
6 to 12 years	6.47 hours	168 hours
12 to 24 years	8.00 hours	208 hours
25 years or more	9.54 hours	248 hours

For employees who work less than 40 hours per week, the accrual per pay period is prorated, based on the number of hours worked. Accrued hours can be carried forward from one year to the next; however, hours will stop accruing once the maximum accrual amount is reached.

Hours begin to accrue on the first day of employment but are not available for use until after the employee's 90 probationary period has been satisfied. Upon the termination of employment, the balance of accrued hours will be paid to the employee.

PTO accruals are suspended during periods in which the employee is on a leave of absence and/or covered under short-term disability. PTO is reinstated when the employee returns to work.

Personal/Sick/Bereavement (P/S/B) hours are granted to all active permanent full-time and regular part-time employees. Temporary or variable employees are not eligible for P/S/B hours. Full-time employees, who have completed their probationary period, are awarded 32 hours of P/S/B annually on January 1st, and an additional 32 hours annually on July 1st.

~ Employee Paid Time Off ~

For regular part-time employees, the hours are prorated

In lieu of carry over, unused P/S/B hours are paid to the employee at the beginning of the following year. Unused P/S/B hours are not eligible for payment to the employee upon the termination of employment.

Leave Management

- Request leave before the next schedule is posted whenever possible. In the event of an illness or other unscheduled event, employees should report their absence to their team leaders at least one hour in advance of their scheduled shifts.
- All leave must be exhausted before consideration will be given to requests for unpaid time off. Unpaid time off may be granted in the event of an overstaff situation.
- Leave must be taken in increments of full hours.
- The maximum allowable number of consecutive leave hours granted shall not exceed the number of hours an employee normally works in a two-week period.
- Employees using leave hours for more than 3 days due to illness or injury may be required to provide written certification by their healthcare provider indicating the need for leave and the ability to return to work.
- Except in the case of an illness or other unscheduled event, all requests for leave must be approved by team leader or management.
- Failure to comply with the above written policies may result in disciplinary action.

Lunch Break

All non-exempt employees who work a five-hour day or more are permitted an unpaid lunch break of up to one hour when the schedule allows. Lunch breaks are not counted towards hours worked. Lunch breaks generally are taken between the hours of 12:00 noon and 1:00 p.m., however the schedule for meal periods should be established based on work requirements in each office. Staggered meal periods may be necessary in patient care positions. Team Leaders should ensure that each location is adequately staffed and that someone with authority to resolve minor problems is always available.

Religious Observances

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. Associated Eye Care, Inc. respects employee religious beliefs, but must balance employees' religious obligations with the requirements of running a business and serving patients. Team Leaders will authorize schedule changes and/or use of Paid Time Off (see Employee Paid Time Off) or unpaid leave, only where the requested arrangement, in the supervisor's judgment, neither prevents the requesting employee from meeting the requirements of the job nor unfairly burdens other employees.

Employees who need time off for religious observance should request leave from their Team Leaders at least two weeks in advance. Time off is granted only with prior approval but will not be unreasonably withheld.

Time Off to Vote

Associated Eye Care, Inc. encourages all employees to vote. It is the policy of Associated Eye Care, Inc. to comply with all state election law requirements with respect to providing employees, where necessary, with time off to vote. While employees are encouraged to vote during the time polls are open either before or after work, employees are allowed a reasonable amount of time off during business hours to vote. Employees who need time off to vote should request leave from their Team Leaders in advance. Paid leave may be granted through the utilization of the employee's Paid Time Off (see Employee Paid Time Off). Unpaid leave may also be granted at the employee's request.

Short Term Leave of Absence

Associated Eye Care, Inc. expects employees to attend to personal matters outside of working hours or while utilizing paid time off. However, personal circumstances, including illness, injury, or pregnancy, may necessitate an absence from work that extends beyond paid leave. Employees may request a leave of absence not to exceed six months, which is subject to approval by the employee's Team Leader in consultation with the Practice Manager.

- Employees who wish to request a short term leave of absence must make a request in writing to the Team Leader as soon as the need for leave is known.
- The Team Leader, in consultation with the Practice Manager, may choose to approve or deny the request.
- If there is a need to extend the leave beyond the original time approved, the employee must make a written request for an extension. The extension is subject to approval by the Team Leader and the Practice Manager
- Leaves of absence will not exceed a combined total of six (6) months for any specific circumstance. Should an unrelated situation arise in the future, another six (6) month leave may be requested.
- Once a leave has been established, the employee must use all paid time off until exhausted. The balance of the leave shall be unpaid. In certain circumstances, the employee may be eligible for short term disability benefits.
- Paid time off accruals are suspended during periods in which the employee is on a leave of absence and are reinstated when the employee returns to work.
- Associated Eye Care, Inc. will continue its group health and dental premium contributions during the period when an employee is on an approved leave of absence.
- Upon returning to work, the employee will be returned to his/her original position if the job is available, and the employee is able to perform the job.

If the employee cannot or does not return to work at the end of the approved leave, employment may be terminated.

Family Medical Leave

FMLA is 12 weeks (equivalent to 60 working days) of protected leave. It can be calculated by the week, day, or hour depending on how the leave is being used. FMLA leave may be taken in a single block of time, or in multiple smaller blocks of time if medically necessary.

To be eligible for FMLA leave, an employee must meet the following requirements:

- Been employed with the company for at least 12 months
- Have met the 1,250 hours-worked requirement
- Be employed at a location that has at least fifty (50) employees within a 75-mile radius. As part of Regency Physician Collaborative this is applicable for Associated Eye Care employees.

Employees may file FMLA for the following reasons:

- Serious health conditions - May be their own, or for a spouse, child, or parent
- Pregnancy, birth of a child, or placement of a child for adoption or foster care
- Military family leave for deployments

As long as employees return to work before their FMLA leave is exhausted, they will be returned to the same job or one equivalent.

FMLA leave is unpaid, but any available vacation and sick time is required to be used while out on leave.

Proper supporting documentation from a medical provider is required.

Employees can claim up to 12 weeks of protected leave within a 12-month period. It is calculated as a 12-month period that is measured forward from the date of the first FMLA leave usage.

Employees must request FMLA leave as soon as they know they will be going out on leave. Ideally, we should have all the proper FMLA paperwork on file prior to the employee going out on leave.

Emergency Action Plan

Associated Eye Care, Inc. recognizes that people drive our business. As our most critical resource, employees are safeguarded through training, provision of appropriate work surrounding, and procedures that foster protection of health and safety. No duty, no matter what its perceived result, is more important than employee health and safety.

General Guidelines in an Emergency

Stay calm and think through your actions.

Know important emergency numbers:

- Fire/Police/Ambulance 9-1-1
- Or page for help

Do not hesitate to call/alert others if you believe that an emergency is occurring.

Be aware of your surroundings.

- Know where exits are located, including stairwell exits. Escape route maps are displayed in various locations of all offices.
- In the event of an emergency, do not take elevators, use only stairs.
- Know the locations of the fire extinguishers and alarms.

Regency Office Fire Extinguishers

- Optical Lab
- In the hall next to the employee lockers
- In the hall next to the back waiting room
- In the hall across from the visual field room
- In the hall outside of the main tech station
- In the hall across from check-out
- In the hall across from the back door

Regency Office Alarms

- In the hall across from the back door
- In the vestibule near the front door to building

Oregon Office Fire Extinguisher

- In the hall in-between the back door and the bathroom
- In the hall next to the employee entrance door

Oregon Office Alarm

- Outside the suite in the common area hallway next to the back building stairs

Bowling Green Office Fire Extinguisher

- In the hallway between room 1 and 2

Bowling Green Office Alarm

- Outside the suite in the common area hallway next to the stairs

Fire

Evacuation:

- Employees are notified of a fire by either the fire alarm system or paged announcement.
- Upon hearing the alarm, immediately evacuate the building using the closest exit, do **not** use the elevators. Do not delay evacuation to get your coat, personal belongings, finish a phone call, or wait for friends.
- Any employee having mobility, visual, hearing, or other conditions that may hinder them from becoming aware of an emergency of evacuation, should disclose their condition to the Practice Manager at the time of hire so that special assistance can be rendered at time of emergency.
- For the Regency location, upon exiting the building, employees should report to the grassy area between the 1000 and 3000 building.
For all other locations, upon exiting the building, employees should report to the parking lot at the front entrance to the building.
- If any employee, patient, or known guest/visitor is missing, immediately report the missing person's name to a Team Leader who will in turn report it to the proper controlling authorities.
- All employees should stay together in the designated area so periodic updates on the situation can be communicated. Do not go home, wait in your car, return to the building, or go to another building unless directed by a Team Leader to do so.

Evacuation Response Duties:

- Employees not assigned response duties should leave the building immediately and report to the designated area.
- Opticians are responsible to evacuate all clients from the optical areas.

- Technicians are responsible to evacuate all patients from exam rooms, procedure rooms and lavatories in clinical areas. It may be necessary to provide wheelchair assistance to those who require it. The designated technician should bring the first aid kit to the assembly point.
- Front office personnel are responsible to evacuate the waiting rooms, lounge or kitchen areas, and lavatories located in non-clinical areas. It may be necessary to provide wheelchair assistance to those who require it. The employee responsible for check-out should take sunglasses for use by patients whose eyes have been dilated.
- Billing personnel are responsible to evacuate surgery room, exam rooms and all other rooms in the west end of the building.
- Team Leaders or their designees should be the last persons to leave the area. Team Leaders should check in exam rooms, lavatories, and offices to be sure all employees have evacuated. All doors should be closed after the Team Leader clears an area.
- Fire Safety Marshal should be the last person to evacuate the building. The Fire Safety Marshal should check in exam rooms, lavatories, and offices to be sure all employees have evacuated, closing doors behind them in the process. Doors should not be locked, so to aid access if required by the emergency services and to prevent delays in sweeping the zone and evacuating. Fire Safety Marshals should not put their own safety at risk when undertaking these checks of rooms and areas. Once this check is complete, the fire marshal should proceed to the assembly point and report to the person in charge that the suite is clear.

If you discover a fire:

- Alert other persons in the immediate hazard area and rescue anyone in danger.
- Activate the nearest fire alarm.
- Call 9-1-1, call the receptionist, and/or page an emergency announcement.
- Contain the fire.
- If the fire is minor and you have been trained to use a fire extinguisher, follow these instructions:
 - Pull the safety pin
 - Aim the nozzle at the base of the fire
 - Squeeze the operating lever
 - Sweep side to side, covering the base of the fire

When using a fire extinguisher, always stay between the fire and exit. Never feel that using a fire extinguisher is required. If the fire is too hot, too smoky, or you are frightened, evacuate immediately.

Medical Emergency

- Upon discovering a medical emergency, call 9-1-1.
- Call the receptionist or page an emergency announcement.
- Stay with the ill/injured person. Be careful not to come into contact with any bodily fluids unless properly trained and protected.

~ Emergency Action Plan ~

- Send one person to alert the Practice Manager so they can notify family members of the ill/injured person.
- Employees in the immediate vicinity of the emergency, but not involved in the emergency effort, should leave the area.

Severe Weather

- In the event severe weather conditions occur at a time when you have not yet reported to work (or are not at work), you should report to work unless otherwise notified, if able to do so safely.
- If a severe weather warning is issued, we will immediately page an announcement:
- Employees should immediately seek shelter in the main hallways or exit stairways away from all windows.
- When the severe weather warning is cancelled, a Team Leader or designee will advise employees that it is safe to return to office areas.

Workplace Violence

- Any employee who feels that (s) he has been threatened should report their concern to their Team Leader and the Practice Manager.
- If you observe anyone exhibiting threatening behavior or making threatening statements, warn others in the area and immediately notify the Practice Manager. Stay away from the person exhibiting the threatening behavior.
- An employee who feels immediately threatened should page “Dr. Black to _____ (the employee’s location) to solicit assistance from a physician on duty.
- Depending upon the level of concern, 9-1-1 may be called immediately.
- Never attempt to confront any person exhibiting threatening behavior.
- If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are strongly urged to confidentially discuss the issue with the Practice Manager so that a prevention plan can be developed

Health Insurance Portability and Accountability Act (HIPAA)

Employees of Associated Eye Care, Inc. may learn of or have access to protected health information of patients. Protected health information (PHI) may present in any form; electronic, written, or oral; and is defined as any information that identifies an individual and describes their:

- Health Status
- Sex
- Age
- Ethnicity
- Any other demographic characteristics

Protected health information of patients is to be maintained in a confidential manner. All PHI is protected by law and by the policies of Associated Eye Care, Inc. PHI should only be used to provide patient care and services.

Employee Duties and Responsibilities

- Employees will only use protected health information as needed to perform legitimate job duties.
- Employees will not in any way divulge, copy, release, sell, loan, review, alter, or destroy any confidential information, except as properly authorized.
- Employees will not misuse or act carelessly with protected health information.
- Employees will safeguard and will not disclose information that could provide access to protected health information by persons outside of Associated Eye Care, Inc.
- Employees will report activities by any person or entity that they suspect may compromise the confidentiality of protected health information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law.
- Employees' obligations to maintain the confidentiality of protected health information extend beyond the termination of their employment.
- Employees have no right or ownership interest in any protected health information and Associated Eye Care, Inc. may revoke any employee's access to confidential information at any time.
- Employees are responsible for any misuse or wrongful disclosure of protected health information.

Any violation or failure to comply with these duties and responsibilities will result in disciplinary action, up to and including termination and legal liability.

General Computer Usage

General Usage

Associated Eye Care, Inc. requires a General Computer Usage Policy to accomplish its business objectives in a secure and timely manner. Instituting such a policy demonstrates the commitment Associated Eye Care, Inc. has to safeguard corporate information assets. That commitment must extend from every individual involved in business operations.

- All computers in the office are intended for the use of work-related business only.
- All data on information systems at Associated Eye Care, Inc. is classified as Company proprietary information.
- Any attempt to circumvent Associated Eye Care, Inc.'s security procedures is strictly prohibited.
- Unauthorized use, destruction, modification, and/or distribution of Associated Eye Care, Inc.'s information or information systems is strictly prohibited.
- All Associated Eye Care, Inc.'s information systems will be subject to monitoring and auditing at all times. Users acknowledge that they have no expectation of privacy regarding their activity on Associated Eye Care, Inc.'s information systems.
- Use of any Associated Eye Care, Inc.'s information systems or dissemination of information in a manner bringing disrepute, damage, or ill- will against Associated Eye Care, Inc. is not authorized.
- Individual passwords will be kept strictly confidential. In no situation should a username and password be given to another individual.
- Misuse, as defined in this policy, will be handled directly with the offender, and could include disciplinary action up to and including termination.

Internet Usage

Internet usage is provided to Associated Eye Care, Inc. employees to conduct work-related business only. Personal use of the Internet is not permitted.

E-mail Usage

E-mail accounts are provided to some of Associated Eye Care, Inc. employees to conduct work-related business only.

- All e-mail on Associated Eye Care, Inc. information systems is the property of Associated Eye Care, Inc. As such, all e-mail can and may be periodically monitored.

- Outgoing and incoming e-mail of an offensive, pornographic, or otherwise inappropriate nature is prohibited. Violations of this may result in disciplinary action, up to and including termination of employment.
- Do not open an email or attachment unless you know who it is from. Opening such emails is how computer viruses, malware and ransom attacks are started.

Desktop Services

Associated Eye Care, Inc. prohibits the downloading of software from the Internet without the authorization of the Practice Manager because of significant risk of infecting the Company systems with a virus and the unreliability of such downloaded software. All Associated Eye Care, Inc.'s information systems will be subject to periodic inventory and inspection for compliance.

Facility Access & Visitors

Associated Eye Care, Inc. wants to ensure that everyone and everything is safe and secure at a minimum inconvenience to you. All entry doors to our offices are to remain locked all day except for the main entry door to each suite. All employees will receive a key and/or pass code to their home location. The unauthorized duplication of keys or dissemination of pass codes will result in disciplinary action, up to and including termination.

All visitors are to be escorted by authorized personnel to ensure proper client confidentiality. Visitors may not roam the premises unattended.

A Visitor Confidentiality Statement will need to be signed if the visitor will be accessing any areas with protected health information (PHI). These statements can be obtained from the Practice Manager.

Recording Devices Prohibited

Associated Eye Care, Inc. prohibits the use of any recording device on Company property and/or during working hours unless specifically permitted by the Company. The Company prohibits the use of picture phones or any other camera or device that may capture visual images without the Company's prior written permission. The use of picture phones or other recording of visual images is specifically prohibited in restrooms, or any other area where members of the public or coworkers would expect a reasonable expectation of privacy and in any areas in which sensitive or closely guarded corporate or business materials are used or housed. Any employee found in violation of this policy will be subject to discipline up to, and including, termination of employment.

Confidential Information and Company Property

During your employment by Associated Eye Care, Inc., you may have access to confidential and proprietary data which is not known by competitors. This information (hereinafter referred to as "Confidential Information") includes, but is not limited to, data relating to the Company's marketing and servicing programs, procedures and techniques; the criteria and formulae used by the Company in pricing its products and services; the structure and pricing of special packages that the Company has negotiated; lists of customers and prospects; the identity, authority, and responsibilities of key contacts at Company accounts; the composition and organization of accounts' businesses; the peculiar risks inherent in their operations; sensitive details concerning the structure, conditions, and extent of their existing products and services; contract expiration dates; commission rates; service arrangements; proprietary software, Web applications and analysis tools; and other data showing the particularized requirements and preferences of the accounts. This Confidential Information constitutes a valuable asset of the Company, developed over a long period of time and at substantial expense.

To protect the Company's interest in this valuable asset, you must (a) not use any such Confidential Information for your personal benefit or for the benefit of any person or entity other than the Company, and (b) use your best efforts to limit access to such Confidential Information to those who have a need to know it for the business purposes of the Company. In addition, you should minimize those occasions on which you take documents, computer disks, or a laptop containing such Confidential Information outside the office. On those occasions where it is necessary, consistent with the best interests of the Company and doing your job effectively, to take documents, a computer disk, or a laptop containing Confidential Information outside the office, all appropriate precautionary and security measures should be taken to protect the confidentiality of the information.

During your employment with the Company, you will be provided and/or will generate correspondence, memoranda, literature, reports, summaries, manuals, proposals, contracts, customer lists, prospect lists, and other documents and data concerning the business of the Company. All such records and data, whether maintained in hard copy or on a computer disk, computer hard drive, computer tape, or other medium is the property of the Company, regardless of whether it is or contains Confidential Information. Upon termination of your employment at the Company, you are required to return all such records to the Company and may not retain any copy of any such records or make any notes regarding any such records. We reserve the right to search for such information and property in personal items while on Company premises such as vehicles, purses, briefcases, etc.

Reporting Injuries & Illnesses

- All work-related injuries and illnesses should be reported immediately to your Team Leader or the Practice Manager, even if you are not sure whether it is truly work-related. Even small, insignificant injuries left untreated can result in more serious conditions.
- Your Team Leader (or a designated alternate) will complete an Accident/Incident Report. When injuries are reported immediately, accidents can quickly be investigated, and corrective action taken to prevent another injury.

If you see any potential hazards that need attention, notify your Team Leader immediately.

Safety Rules

Associated Eye Care, Inc. wants to ensure that employees remain safe and injury-free when accidents are preventable. Employees are expected to refrain from horseplay, careless behavior, and negligent actions. It is Associated Eye Care, Inc.'s policy to maintain a safe and secure working environment for all employees and patients.

While working, employees must observe safety precautions for their safety and the safety of others. All work areas must be kept clean and free from clutter and debris. Any hazards or potentially dangerous conditions must be corrected immediately or reported to a Team Leader.

An employee training program and a written exposure control plan to blood borne pathogens have been implemented to comply with OSHA (Occupational Safety and Health Administration) regulations. Please refer to the OSHA protocol manual for details.

If you are involved in an accident, you must comply with the following procedure:

- Report the accident to a Team Leader or the Practice Manager immediately
- Obtain the necessary medical treatment
- Fill out an accident report regardless of the severity of the injury
- If you must seek additional medical treatment, obtain consent to leave the premises from your Team Leader before doing so

Employees who fail to comply with this procedure are subject to disciplinary consequences.

Attendance

- Associated Eye Care, Inc. expects that every employee will be in attendance and punctual for all work shifts. This means being in the office and ready to work at their starting time each day. Absenteeism and tardiness place a burden on other employees, patients and on Associated Eye Care, Inc.
- When you are unable to work due to illness or an accident, please promptly notify your Team Leader. In the event your Team Leader is unavailable, you must speak with another Team Leader or the Practice Manager. Leaving a message with another staff member or a voicemail does not constitute an accepted notification of absence. If you do not report for work and Associated Eye Care, Inc. is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll.
- If you become ill at work or must leave the office for some other reason before the end of the shift, inform your Team Leader or the Practice Manager of the situation.
- After an illness/absence of three days or more, you may be required to provide a doctor's statement before returning to work.
- You will be compensated for authorized absences according to the provisions described in this Manual (see Employee Paid Time Off). Authorized absences beyond the time allowed under that policy may be authorized without compensation with prior approval.
- In the event of inclement weather, Associated Eye Care, Inc. will remain open for business during regularly scheduled working hours. You are expected to report for work in inclement weather if it is at all possible to do so safely. Associated Eye Care, Inc.'s offices will close in the event of a Level III emergency (see Inclement Weather).
- Should undue tardiness or absenteeism become apparent, disciplinary action up to and including discharge may be required.

Conflicts of Interest

All employees have a duty to further the Company's aims and goals, and to work on behalf of its best interest. Employees should not place themselves in a position where the employee's actions or personal interests may conflict with those of the Company. Examples include soliciting or profiting from the Company's client/prospect base or other Company asset for personal gain, acting on behalf of the Company in servicing or obtaining a client and limiting the best solution for the client/prospect for personal financial gain, and acting as director, officer, employee, or otherwise for any business or institution with which the Company has a competitive or significant business relationship without the written approval of the Board of Directors.

Employees should report to their Team Leader any situation or position (including outside employment by the employee or any member of the employee's immediate household) which may create a conflict of interest with the Company.

Dress Code

The professional image presented by the employees of Associated Eye Care, Inc. is an important component in the way its services are regarded by patients and the public. Cleanliness and good grooming are essential for direct care employees, as well as support staff.

General Guidelines:

- Employees should strive to present an image that demonstrates self-respect and professionalism and encourages public trust and confidence.
- Associated Eye Care, Inc. provides a uniform allowance for employees to facilitate the acceptable standards for dress (see Employee Uniform Allowance).
- Appearance, including clothing, should be clean and tidy, safe, and practical.
- Clothing should be free from tears and/or visible wear
- Clothing should cover main body areas and preserve modesty.
- Clothing should not display communication or slogans that could relate to offensive messages, or negative values.
- Hair should be clean, neat, and tidy.
- Hairstyles, hair color, and use of make-up, jewelry, and fashion style should be conservative in nature.
- Footwear should be clean, in good repair and professional in appearance. Socks or hose should be worn.
- Visible body art, tattoos, and body piercings should be covered during working hours.

Direct Care Employees:

- Standard clinical uniforms are required for all direct care personnel.
- Jewelry should be kept at a minimum, particularly on the hands and wrists, in order to promote the effectiveness of good hand hygiene.
- Fingernails should be short and well-manicured.

~ Dress Code ~

- Protective clothing and devices are provided for all activities where required. Employees must wear protective clothing as instructed.

Administrative and Support Employees

- Front Office and Billing Employees should wear standard medical uniforms.
- Opticians may wear relaxed business attire including:
 - For men: dress or sport shirts with collars and/or ties, polo shirts, tailored slacks, khakis/chinos, and business shoes including socks.
 - For women: dress shirts, polo shirts, blouses, sweaters, casual dresses, tailored slacks, khakis/chinos, and business shoes including socks or hose.

Inappropriate Attire or Appearance Includes:

- Denim or camouflage clothing.
- Shorts, leggings, jogging or sweat suits/socks.
- Sweatshirts, T-shirts, tank tops, oversized shirts.
- Sundresses, tank tops, capri pants or other trendy wear including exceptionally short dresses/skirts or crop tops.
- Clothing made of leathers, or spandex.
- Shoes without socks or hose, open toed shoes or sandals, flip-flops.
- Any clothing item displaying an offensive comment or graphic illustration; logo clothing including sport teams, cartoon characters, etc., unless otherwise specified.
- Jewelry (or other objects of personal expression, such as visible tattoos) that is distracting, large, or represents an unprofessional image as determined by Associated Eye Care, Inc. such as large chains, facial jewelry such as nose rings, etc.
- Dirty, ragged, ungroomed, tight, or sexually provocative, revealing, or see-through clothing or appearance.
- Any other attire or appearance Associated Eye Care, Inc. deems to be inappropriate to the business environment.

Discrepancies and Exceptions:

- An employee's Team Leader or the Practice Manager will address any discrepancy regarding the dress code. Exceptions to the dress code (e.g., on certain holidays, "Casual Fridays") may be permitted with the approval of the Practice Manager.

~ Dress Code ~

- Any employee not properly dressed may be required to leave the work premises without pay and return dressed appropriately.
- Continued or frequent departures from these guidelines will not be permitted and employees who appear for work inappropriately dressed or groomed may be disciplined up to and including termination.

Driving While on Company Business

Driver inattention is a factor in many motor vehicle accidents. Associated Eye Care, Inc. is not only concerned about your welfare as a valued employee, but also the welfare of others who could be put in harm's way by inattentive driving. As a driver, your first responsibility is to pay attention to the road. When driving on Associated Eye Care, Inc. business, or driving while conducting business on behalf of the Company in any other manner, the following applies:

Cellular Phone Use

Cell phone use while driving is a common, often harmful, distraction. We are concerned about your safety as well as the safety of others. For this reason, the use of cell phones while driving is strongly discouraged. Do not accept or place calls unless it is an emergency, meaning the call cannot wait until you safely pull off the road or arrive at your destination. If you must use your cell phone while driving, please use good judgment: keep the call short, use a hands-free device if available, get to know your phone and its features, and suspend conversations during hazardous driving conditions (rain, snow, ice, fog, glare, heavy traffic, etc.). Texting while driving is not permitted.

Obey the Law

Associated Eye Care, Inc. is not responsible for any moving traffic violations, parking tickets, or any other city ordinances or state/federal laws regarding your driving habits and operation/care of your personal motor vehicle. Any tickets issued are the employee's responsibility, even if the ticket is issued while conducting business for Associated Eye Care, Inc.

Other Safe Driving Precautions:

- Use better judgment when road conditions are poor. Limit or avoid driving when rain or snow threatens your safety.
- Make every effort to avoid distractions such as eating, applying makeup, paying too much attention to your radio/CD player, or other distracting behavior.
- Do not drive if your ability to drive safely is impaired by the influence of medications.
- Laptop computers should never be used at any time while driving.
- If using a vehicle not your own (rental or otherwise), be sure to properly adjust the mirrors and familiarize yourself with the vehicle's controls before operating.
- Employees who drive for company business must have a current, valid driver's license.

Employment of Relatives

Members of an employee's immediate family will be considered for employment based on their qualifications. Immediate family may not be hired if it would:

- Create a direct supervisor/subordinate relationship with a family member,
- Have the potential for creating an adverse impact on work performance, or
- Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when hiring, assigning, or promoting an employee.

If a circumstance arises that results in a direct supervisory relationship between immediate family or close personal relatives (e.g., marriage, reduction-in-force, reorganization, priority placement), one of the relatives may be reassigned to an appropriate vacancy. During the period that a direct supervisory relationship exists between immediate family or close personal relatives, the supervisory relative will not be involved in any personnel action involving his/her relative. Typical first-level supervisory responsibilities will be referred to the next higher level in the supervisory chain.

For purposes of this policy, immediate family includes Mother, Father, Husband, Wife, Son, Daughter, Sister, Brother, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Son-in-law, Daughter-in-law, Stepchild, Stepparent, or Grandparent. This policy also applies to close personal relatives such as Uncle, Aunt, First Cousin, Nephew, Niece or Half-Sibling.

Questions should be directed to the Practice Manager.

Improper Payments and Gifts

Associated Eye Care, Inc. prohibits the solicitation, acceptance, offer or payment to any person or organization of any bribe, kickback, or similar consideration of any kind, including money, services or goods or favors (other than goods or favors which are nominal in amount and not prohibited by any federal, state or local law). Employees may not accept or give gifts, gratuities, entertainment or favors of such value or significance that their receipt might reasonably be expected to interfere with the exercise of independent and objective judgment in making or participating in the business decisions of Associated Eye Care, Inc. or the party with whom Associated Eye Care, Inc. is dealing.

Inclement Weather

Associated Eye Care, Inc. is open for business unless there is a declared Level 3 County Emergency. Employees should use common sense and their best judgment, however, when traveling to work in inclement weather.

In the event of a level 3 in the county of one of our office locations, staff scheduled to work at that location should not report to work. If the county you live in is under a level 3, you are not required to report to work but you must notify your team leader of your absence.

If an office closes for inclement weather, employees are not required to take paid time off unless they so choose.

If inclement weather develops during working hours, management will monitor the situation and may decide to close early and send all staff home. Employee safety is always our primary concern.

Salary Advances

Associated Eye Care, Inc. does not offer salary advances regardless of an employee's emergency need for financial assistance.

Personal Property

Associated Eye Care, Inc. recognizes that employees may need to bring certain personal items to work. Employees are expected to exercise reasonable care to safeguard personal items brought to work. Associated Eye Care, Inc. is not responsible for the loss, damage, or theft of employee personal belongings, either on company premises or off. Employees are advised not to carry unnecessary amounts of cash or other valuables with them when they come to work.

Lockers may be available at certain locations for safekeeping small personal effects during working hours. Employees may provide their own locks and keys, if desired. Employees may not place their own locks on other company property such as doors, desks, file cabinets, or workstations.

To maintain security and protect against theft, Associated Eye Care, Inc. reserves the right to inspect all personal property brought onto the premises, including vehicles, packages, briefcases, backpacks, purses, bags, and wallets; and may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time.

Personnel Records

Employee personnel files may include the following: (job application, job description, resume, records of participation in training events, salary history, compliance records, records of disciplinary action and documents related to employee performance reviews, coaching, and mentoring).

Personnel records are maintained on a current basis. Please notify your Team Leader or the Practice Manager immediately of any change of name, address, telephone number, marital, dependent or tax status. Personnel records are kept highly confidential and are not available to anyone outside of the Company unless you have authorized the release, or release is to an authorized governmental agency, or is required by law.

To obtain access to your records, contact the Practice Manager. Personnel record reviews may be performed in the presence of the Practice Manager. Information contained in personnel records will only be copied upon approval of a company officer, the Practice Manager, or as required by law.

Personnel records will be retained for a period of 5 years from the date of separation, except for OSHA documentation.

Physical Examinations

Associated Eye Care, Inc. may require a job-related medical examination when there is a need to determine if an employee can perform mandatory functions of his/her position. This exam will identify physical limitations or restrictions. A medical examination may also identify significant health or safety risks to the employee or others, by identifying infectious diseases, or other medical monitoring as required by medical standards, professional licensing bodies or standards established by federal, state, or local law.

Associated Eye Care, Inc. may participate in voluntary medical examinations and health promotion activities. The records from these screenings will be kept confidential.

The cost of the voluntary or medical examinations rests with Associated Eye Care, Inc. The employee is not responsible for accruing any of the costs for these procedures.

Phone Calls

Business Phone Calls:

A significant amount of our business is conducted over the phone making our telephone techniques extremely important. A friendly but businesslike telephone manner should always be projected.

Personal Phone Calls:

Associated Eye Care, Inc. recognizes that periodically, personal phone calls must be made or be received during the business hours. Such calls should be held at a minimum so that they do not interfere with the workflow.

Voicemail:

Voicemail was installed to help maintain our high quality of service for patients and to increase efficiency throughout the office. Greetings should be current, brief, and communicate your availability.

Personal Cell Phones and Tablet Usage

Personal cell phones need to be kept in silent mode and left in your purse, backpack, desk or work mailbox. You may check for messages and return urgent calls or texts only in a non-patient area and during times when patient flow is not interrupted.

To maintain an optimal work environment, the use of a personal cellular/wireless device is prohibited during working hours for the following activities:

- Accessing the internet for non-work-related purposes
- Playing games
- Watching movies
- Social media postings and blogging (i.e., Facebook, twitter)

These activities are acceptable on personal devices during lunch breaks, providing the content is not illegal or unethical.

Smoke-Free and Tobacco Free Environment

Our goal is to have a smoke-free environment. Smoking is not permitted at any time in Associated Eye Care, Inc. work areas, including Company vehicles or customer or patient areas.

For the purposes of this policy, “smoke-free” is defined to include cigarettes, cigars, joints, pipes, vaping devices, e-cigarettes, and any other smoking product. It also includes dip, chew, snuff, and any other smokeless tobacco product. FDA-approved nicotine replacement therapy products used for tobacco cessation are excluded from this definition.

If smoking is allowed outside of the building, smokers should be considerate of coworkers, customers, and members of the public. Help to maintain a clean entryway by depositing cigarettes in appropriate containers and staying far enough away from doors so that smoke does not blow into the building.

Solicitations, Distributions

Understanding that employees may occasionally wish to communicate with their coworkers to advertise personal items for sale or to participate in fundraisers for non-profit organizations, children’s groups/schools, and other non-work-related events, Associated Eye Care, Inc. authorizes use of the lunchrooms to disseminate such information. Management reserves the right to monitor such communications and remove them if inappropriate or not in the best interest of Company operations.

In respect for others, please do not use work e-mail or voicemail, or other resources, to solicit or distribute non-work-related materials. Activities that disrupt work hours or operations will not be allowed to continue.

Persons not employed by the Company may not solicit employees for any purpose on Company premises.