

FITAPELLI & SCHAFFER, LLP

Brian S. Schaffer
Hunter G Benharris
28 Liberty Street, 30th Floor
New York, NY 10005
Telephone: (212) 300-0375

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**GABRIEL VELEZ, and GILBERT VELEZ,
individually and on behalf of all others
similarly situated,**

Plaintiffs,

-against-

**MEDRITE, LLC, and STAFFING
BOUTIQUE, INC.**

Defendant.

No. 24 Civ. 2707 (GHW)(SN)

**SECOND AMENDED
CLASS AND COLLECTIVE
ACTION
COMPLAINT**

\ Gabriel Velez and Gilbert Velez (“Plaintiffs”), individually and on behalf of all others similarly situated, as class representatives, upon personal knowledge as to themselves, and upon information and belief as to other matters, alleges as follows:

NATURE OF THE ACTION

1. This lawsuit seeks to recover underpayment caused by failure to pay minimum wages, overtime compensation, agreed upon wages, untimely wage payments, and other damages for Plaintiffs and similarly situated non-exempt hourly positions including but not limited to generalists (collectively, “Hourly Workers”) who work or have worked for MedRite, LLC and Staffing Boutique, Inc. (together “MedRite” or “Defendants”).

2. To conduct their operations in New York, MedRite LLC utilizes Staffing Boutique, Inc. as a subcontracting company that provide the Hourly Workers for MedRite LLC’s jobsites.

3. Plaintiffs and similarly situated Hourly Workers worked at MedRite LLC jobsites

in New York via Staffing Boutique, Inc.

4. Ultimately, however, MedRite LLC and Staffing Boutique, Inc are joint employers of Plaintiffs and other Hourly Workers.

5. MedRite LLC's logo is clearly displayed on the pay records provided to Plaintiffs and similarly situated Hourly Workers. *See Exhibit A*, Gilbert Velez Pay Data.

6. When Plaintiffs and similarly situated Hourly Workers had issues with their pay they were directed to contact supervisors employed by MedRite LLC, including William A. Medina via email. *See Exhibit B*, Emails Between Gilbert Velez and Willaim Medina.

7. Employment Offer letters provided to Plaintiffs and similarly situated Hourly Workers bear both MedRite LLC's letterhead and Staffing Boutique, Inc.'s name. *See Exhibit C*, Offer Letters.

8. MedRite LLC provides an Employee Handbook with their employment policies to Plaintiffs and similarly situated Hourly Workers. *See Exhibit D*, Employee Handbook.

9. MedRite LLC posts job advertisements online for their generalist position which describes the job duties and requirements of employment at MedRite LLC. *See Exhibit E*, Job Advertisement.

10. Plaintiffs and similarly situated Hourly Workers wore uniforms and ID Badges with MedRite LLC's logo.

11. MedRite LLC has represented to New York City's Health and Hospital Finance Committee that they subcontract through Staffing Boutique, Inc. to provide their services. *See Exhibit F*, Finance Committee Report.

12. WARN notices provided by the City of New York describe Staffing Boutique, Inc. as "MedRite Staffing Boutique" in reference to MedRite LLC's joint control of employees with

Staffing Boutique, Inc. *See Exhibit G.*

13. Plaintiffs and similarly Situated Hourly Workers hired by Defendants only work at job sites controlled by MedRite, LLC.

14. The work of Hourly Workers is integral to MedRite LLC's business.

15. MedRite LLC provides strict guidelines and instructions to Hourly Workers. These guidelines, printed on MedRite LLC's letterhead, provide detailed instructions that all Hourly Workers must follow and control their day-to-day job performance. *See Exhibit D*

16. At all relevant times, Defendants compensated Plaintiffs and all other Hourly Workers on an hourly basis.

17. Defendants failed to pay Plaintiffs and other Hourly Workers for all hours worked.

18. In this regard, Defendants failed to provide Plaintiff Gilbert Velez's any compensation for the final weeks he worked, in violation of the FLSA's and NYLL's requirements to pay proper minimum wages and overtime.

19. Moreover, Defendants failed to provide prompt payment to Plaintiff and all other similarly situated Hourly Workers in New York as required by the FLSA.

20. Keeping with this policy and practice, Defendants did not provide timely to Plaintiff Gabriel Velez for his final weeks worked, as they withheld his pay past his usual pay period.

21. The FLSA holds a prompt pay requirement, under which late wages are considered a form of unpaid wages. *See Rogers v. City of Troy, N.Y.*, 148 F.3d 52, 56 (2d Cir. 1998) (citing *United States v. Klinghoffer Bros. Realty Corp.*, 285 F.2d 487, 491 (2d Cir. 1960)); *Rigopoulos v. Kervan*, 140 F.2d 506, 507 (2d Cir. 1943); *Rogers*, 148 F.3d 52, 58 (2d Cir. 1998).

22. Defendants' failure to provide timely payment therefore violates the FLSA.

23. At all relevant times, Defendants have compensated Plaintiffs and all other Hourly

Workers in New York on a bi-weekly basis.

24. Despite being manual workers, Defendants failed to properly pay Plaintiffs and other Hourly Workers in New York their wages within seven calendar days after the end of the week in which these wages were earned as required by NYLL § 191.

25. In this regard, Defendants failed to provide timely wages to Plaintiffs and all other similarly situated Hourly Workers in New York as required by the NYLL.

26. Manual Workers as contemplated by NYLL § 191 are “dependent upon their wages for sustenance.” *See People v. Vetri*, 309 N.Y. 401, 405 (1955).

27. As such, the failure to provide wages owed to Plaintiffs and all other similarly situated Hourly Workers, according to NYLL § 191 constitutes an “especially acute injury.” *See Caul v. Petco Animal Supplies, Inc.*, No. 20 Civ. 3534 (RPK) (SJB), 2021 WL 4407856, at *4 (E.D.N.Y. Sep. 27, 2021) (citing *Vega v. CM & Assocs. Constr. Mgmt., LLC*, 175 A.D.3d 1144, 1146 (N.Y. 1st Dept. 2019).

28. Defendants failed to provide Plaintiffs and similarly situated Hourly Workers with an accurate statement of wages pursuant to NYLL § 195(3), as for certain weeks, Plaintiffs and Hourly Workers received no pay statement at all.

29. Plaintiffs relied on their paystubs to ensure that Defendants paid them the correct rate for the hours they worked.

30. Defendants did not provide Plaintiffs with accurate wage statements as Defendant either provided wage statement that did not reflect the correct hours worked or failed to provide them at all. In this regard, the failure to provide Plaintiffs with wage statements violated NYLL § 195(3).

31. Due to Defendants’ failure to provide the wage statements to Plaintiffs, and

similarly situated Hourly Workers, were misinformed about the correct rate they were entitled to receive and hours they worked.

32. Plaintiffs and similarly situated Hourly Workers could not know the exact amount of hours Defendants registered as work or the compensation they were due to receive due to Defendants' failure to provide accurate paystubs.

33. Defendants' failure to provide accurate wage statements allowed Defendants to continue their unlawful wage and hour scheme without Plaintiffs' or similarly situated Hourly Workers' awareness that they were being underpaid. If Defendants had provided accurate wage statements, they could not have underpaid Plaintiffs or similarly situated Hourly Workers.

34. Accordingly, Plaintiffs and similarly situated Hourly Workers are entitled to statutory penalties of two hundred fifty dollars for each workday that Defendants failed to provide them with accurate wage statements, up to a total of five thousand dollars each pursuant to NYLL § 195(3).

35. Plaintiffs bring this action on behalf of themselves and all other similarly situated Hourly Workers in New York pursuant to Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* ("FLSA"), and the New York Labor Law, Article 6, §§ 190 *et seq.* ("NYLL").

THE PARTIES

Plaintiffs

Gabriel Velez

36. Gabriel Velez is an adult individual who is a resident of the state of New York.

37. Gabriel Velez was employed by Defendants as an Hourly Worker from in or around August 2023 to November 2023.

38. Gabriel Velez is a covered employee within the meaning of the FLSA and the NYLL.

39. A written consent for Gabriel Velez is being filed with this Class Action Complaint.

Gilbert Velez

40. Gilbert Velez is an adult individual who is a resident of the state of New York.

41. Gilbert Velez was employed by Defendants as an Hourly Worker from in or around August 2023 to January 2024.

42. Gilbert Velez is a covered employee within the meaning of the FLSA and the NYLL.

43. A written consent for Gilbert Velez is being filed with this Class Action Complaint.

Defendants

MedRite, LLC

44. MedRite LLC is a domestic business corporation organized and existing under the laws of New York.

45. MedRite LLC 's principal executive office is located at 919 2nd Avenue New York, New York 10017.

46. MedRite LLC was and is a covered employer within the meaning of the NYLL, and at all times relevant, employed Plaintiffs and similarly situated employees.

47. MedRite LLC has maintained control, oversight, and direction over Plaintiffs and similar employees, including timekeeping, payroll, and other employment practices that applied to them.

48. MedRite LLC applies the same employment policies, practices, and procedures to all Hourly Workers in its operation, including policies, practices, and procedures with respect to payment of wages.

49. Upon information and belief, at all relevant times, MedRite LLC has had an annual gross volume of sales in excess of \$500,000.

50. At all times relevant, MedRite LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

51. In this regard, employees for MedRite LLC regularly handled goods in interstate commerce, including, but not limited to, medical supplies, foodstuffs, water bottles, and other supplies produced outside the State of New York.

Staffing Boutique, Inc.

52. Staffing Boutique, Inc. is a domestic business corporation organized and existing under the laws of New York.

53. Staffing Boutique, Inc.'s principal executive office is located at 99 Hudson Street, 5th Floor, New York, New York 10013

54. Staffing Boutique, Inc. was and is a covered employer within the meaning of the NYLL, and at all times relevant, employed Plaintiffs and similarly situated employees.

55. Staffing Boutique, Inc. has maintained control, oversight, and direction over Plaintiffs and similar employees, including timekeeping, payroll, and other employment practices that applied to them.

56. Staffing Boutique, Inc. applies the same employment policies, practices, and procedures to all Hourly Workers in its operation, including policies, practices, and procedures with respect to payment of wages.

57. Upon information and belief, at all relevant times, Staffing Boutique, Inc. has had an annual gross volume of sales in excess of \$500,000.

58. At all times relevant, Staffing Boutique, Inc. has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

59. In this regard, employees for Staffing Boutique, Inc. regularly handled goods in interstate commerce, including, but not limited to, medical supplies, foodstuffs, water bottles, and other supplies produced outside the State of New York.

JURISDICTION AND VENUE

60. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331, and jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.

61. This Court also has jurisdiction over Plaintiffs' claims under the FLSA pursuant to 29 U.S.C. § 216(b).

62. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this District, and Defendants conduct business in this District.

COLLECTIVE ACTION ALLEGATIONS

63. Plaintiffs bring the First and Second Causes of Action, FLSA claims, on behalf of themselves and all similarly situated persons who work or have worked as Hourly Workers for MedRite who elect to opt-in to this action (the "FLSA Collective").

64. Defendants are liable under the FLSA for, *inter alia*, failing to properly compensate Plaintiffs and the FLSA Collective for minimum wages and overtime wages for hours worked but not compensated, and/or compensated on an untimely basis.

65. Consistent with Defendants' policies and patterns or practices, Plaintiff and the FLSA Collective were not paid the proper minimum wages for all hours worked, nor proper premium overtime compensation of 1.5 times their regular rate of pay for all hours worked beyond 40 per workweek.

66. All of the work that Plaintiffs and the FLSA Collective have performed has been

assigned by Defendants, and/or Defendants have been aware of all of the work that Plaintiffs and the FLSA Collective have performed.

67. As part of their regular business practice, Defendants have intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiffs and the FLSA Collective. This policy and pattern or practice includes, but is not limited to, willfully failing to pay their employees, including Plaintiffs and the FLSA Collective, minimum wages for all hours worked and proper overtime wages for all hour worked in excess of 40 hours per workweek.

68. An employer “willfully violates the FLSA when it either new or showed reckless disregard for the matter of whether its conduct was prohibited by the [FLSA].” *See Young v. Cooper Cameron Corp.*, 586 F. 3d 201, 207 (2d Cir. 2009).

69. According to *Whiteside v Hover-Davis*, “a claim is facially plausible ‘when the Plaintiffs pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.’ *See* 995 F.3d 315, 323 (2d Cir. 2021) (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)). “For a Plaintiffs to nudge their claim ‘across the line from conceivable to plausible,’ [they] must ‘raise a reasonable expectation that discovery will reveal evidence’ of the wrongdoing alleged, ‘even if it strikes a savvy judge that actual proof of those facts is improbable.” *See Id.* (quoting *Citizens United v. Schneiderman*, 882 F.3d 374, 380 (2d Cir. 2018); *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (1995)).

70. Defendants’ willful violation of the FLSA is evidenced by the clear nature of the violation – it is without question illegal to not pay employees for the hours they work and deny them overtime compensation.

71. Defendants knew or should have known that their wage and hour practices with

regards to Hourly Workers violated the FLSA's overtime and minimum wage requirements. In this regard, district courts around the country, including district courts throughout New York, have repeatedly ruled that employees must be paid for all hours they work, paid in a timely manner, and paid their premium overtime compensation.

72. To support their operations, Defendants either employ or contract multiple attorneys with the specific job duties of ensuring compliance with federal and state labor laws, or Defendants recklessly disregard these laws.

73. Accordingly, it is clear that Defendants recklessly disregarded the law, because their substantial operation size does not allow for mere ignorance of their flagrant violation of the FLSA.

74. As such, Defendants' failure to pay minimum wages and overtime wages, constitute willful violations of the FLSA.

NEW YORK CLASS ACTION ALLEGATIONS

75. Plaintiffs brings the Third, Fourth, Fifth, and Sixth Causes of Action, NYLL claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves and a class of persons consisting of:

All persons who work or have worked as Hourly Workers for Defendants in New York between August 26, 2017¹ and the date of final judgment in this matter (the "New York Class").

76. The members of the New York Class are so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court.

77. There are more than one hundred members of the New York Class.

¹ This class period is due to Governor Cuomo's Executive Order that tolled the applicable NYLL statute of limitations during the COVID-19 pandemic for 228 days. *See Brash v. Richards*, 195 A.D. 3d 582, 2021 WL 2213786, 2021 N.Y. Slip Op. 03436 (App. Div. 2d Dep't June 2, 2021) (holding executive order tolled rather than suspended statutes of limitations under New York law).

78. Plaintiffs' claims are typical of those claims that could be alleged by any member of the New York Class, and the relief sought is typical of the relief which would be sought by each member of the New York Class in separate actions.

79. Plaintiffs and the New York Class have all been injured in that they have been uncompensated, under-compensated, or untimely compensated due to Defendants' common policies, practices, and patterns of conduct. Defendants' corporate-wide policies and practices affected everyone in the New York Class similarly, and Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the New York Class.

80. Plaintiffs is able to fairly and adequately protect the interests of the New York Class and has no interests antagonistic to the New York Class.

81. Plaintiffs is represented by attorneys who are experienced and competent in both class action litigation and employment litigation and have previously represented many plaintiffs and classes in wage and hour cases.

82. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate Defendants. Class action treatment will permit a large number of similar persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender.

83. Common questions of law and fact exist as to the New York Class that predominate over any questions only affecting Plaintiffs and/or each member of the New York Class individually and include, but are not limited to, the following:

- (a) whether Defendants failed to pay all agreed upon wages for hours worked by Plaintiffs and the New York Class;
- (b) whether Defendants correctly compensated Plaintiffs and the NYLL Class at time and one half their regular rate of pay for hours worked in excess of 40 per workweek;
- (c) whether Defendants correctly compensated Plaintiffs and the New York Class on a timely basis; and
- (d) whether Defendants failed to furnish Plaintiffs and the New York Class with accurate statements with every payment of wages, as required by the NYLL.

PLAINTIFFS' FACTUAL ALLEGATIONS

84. Consistent with their policies and patterns or practices as described herein, Defendants harmed Plaintiffs, individually, as follows:

Gabriel Velez

85. Throughout his employment, Gabriel Velez was employed as an hourly worker in Manhattan.

86. During his employment, Gabriel Velez was a non-exempt hourly worker paid on an agreed upon hourly basis of \$22.00 per hour.

87. Defendants failed to pay Gabriel Velez timely compensation for the last three weeks he worked for Defendants.

88. In this regard, Gabriel Velez worked multiple hours the weeks of November 12, 2023 to November 18, 2023, November 19, 2023 to November 25, 2023, without being paid on his normal pay date of December 1, 2023.

89. Defendants' policy of not paying Gabriel Velez on his normal pay date caused his weekly pay rate to fall below the applicable minimum wage.

90. Defendants' failure to pay Gabriel Velez on his normal pay date denied Gabriel

Velez the time-value of his money by Defendants' underpayments. Gabriel Velez was unable to invest, save, or purchase utilizing the wages he earned and was owed for all underpaid workweeks.

91. During Gabriel Velez's employment, over twenty-five percent of his duties were physical tasks, including but not limited to: (1) gathering migrant's personal belongings; (2) moving boxes of supplies; (3) distributing water bottles; (4) delivering meals to migrants; (5) setting up/tearing down work stations; and (6) standing for long periods of time.

92. Moreover, job advertisements for the position held by Gabriel Velez lists physical job duties including (1) setup, teardown, and cleanup of workstation; (2) distributing hygiene products, food and other necessities; (3) assisting with meal delivery, meal setup, meal breakdown, and supplying snacks; (4) unboxing orders and distributing supplies; (5) and cleaning. *See Exhibit E.*

93. Despite regularly spending more than twenty-five percent of his daily job duties performing these physical tasks, when Gabriel Velez was paid, he was compensated by Defendants on an untimely bi-weekly basis in contravention of NYLL § 191(1)(a).

94. As a result of Defendants' untimely wage payments, Gabriel Velez was underpaid for the first seven days of each bi-weekly pay period, and thus Defendants paid Gabriel Velez on an untimely basis.

95. Moreover, Gabriel Velez was denied the time-value of his money by Defendants' underpayments. Gabriel Velez was unable to invest, save, or purchase utilizing the wages he earned and was owed for all underpaid workweeks.

96. Throughout his employment, Defendants failed to provide Gabriel Velez with accurate wage statements with each payment of wages as required by the NYLL.

97. The failure to provide pay statements allowed Defendants to continue to carry on a

scheme of underpaying Gabriel Velez and similarly situated Hourly Workers.

Gilbert Velez

98. Throughout his employment, Gilbert Velez was employed as an hourly worker in Staten Island.

99. During his employment, Gilbert Velez was a non-exempt hourly worker paid on an hourly basis of \$22.00 per hour.

100. Defendants failed to pay Gilbert Velez any compensation for the last two weeks he worked for Defendant.

101. In this regard, Gilbert Velez worked multiple hours for Defendants the weeks of January 7, 2024 to January 13, 2024, and January 14, 2024 to January 20, 2024 without being paid **any** compensation.

102. Gilbert Velez attempted to address the failure to pay him with his supervisors via email. *See Exhibit B*

103. Despite assurance that the failure to pay Gilbert Velez would be “escalated” to the payroll department, Gilbert Velez never received his owed wages for his last two weeks of work.

104. Defendants’ policy of not paying Gilbert Velez caused his weekly pay rate to fall below the minimum wage.

105. The week of December 10, 2023 to December 16, 2023, Gilbert Velez worked approximately sixty hours and twenty minutes for Defendants. *See Exhibit H*, Gilbert Velez Timesheets.

106. Despite working over forty hours, Gilbert Velez was not paid **any** overtime compensation for the week of week of December 10, 2023 to December 16, 2023. *See Exhibit A*.

107. The week of December 17, 2023 to December 23, 2023, Gilbert Velez worked

approximately forty-four hours and twenty minutes for Defendants. *See Exhibit H*, Gilbert Velez Timesheets.

108. Despite working over forty hours, Gilbert Velez was not paid **any** overtime compensation for the week of December 17, 2023 to December 23, 2023. *See Exhibit A*.

109. Furthermore, despite working approximately one-hundred four hours and forty minutes during the pay period of December 10, 2023 to December 23, 2023, Gilbert Velez was only paid a total of \$898.84 or approximately \$8.59 per hour work, which is well below the required minimum wage of \$15.00 per hour. *See Exhibit A*.

110. Accordingly, Defendants' failed to pay Gilbert Velez for the appropriate minimum wages and owed premium overtime compensation.

111. During Gilbert Velez's employment, over twenty-five percent of his duties were physical tasks, including but not limited to: (1) gathering migrant's personal belongings; (2) moving boxes of supplies; (3) distributing water bottles; (4) delivering meals to migrants; (5) setting up/tearing down work stations; and (6) standing for long periods of time.

112. Moreover, job advertisements for the position held by Gilbert Velez lists physical job duties including (1) setup, teardown, and cleanup of workstation; (2) distributing hygiene products, food and other necessities; (3) assisting with meal delivery, meal setup, meal breakdown, and supplying snacks; (4) unboxing orders and distributing supplies; (5) and cleaning. *See Exhibit E*.

113. Despite regularly spending more than twenty-five percent of his daily job duties performing these physical tasks, Gilbert Velez was compensated by Defendants on an untimely bi-weekly basis.

114. For example, for the period beginning on October 1, 2023 to October 14, 2023,

Gilbert Velez was paid his lawfully earned wages on October 20, 2023. *See Exhibit A.*

115. In this regard, Defendants failed to pay Gilbert Velez his wages earned from October 1, 2023 to October 7, 2023 by October 14, 2023 as required by the FLSA and NYLL § 191(1)(a).

116. As a result of Defendants' untimely wage payments, Gilbert Velez was underpaid for the period of October 1, 2023 to October 7, 2023, and for every corresponding period where Defendants paid Gilbert Velez on an untimely basis.

117. Moreover, Gilbert Velez was denied the time-value of his money by Defendants' underpayments. Gilbert Velez was unable to invest, save, or purchase utilizing the wages he earned and was owed for all underpaid workweeks.

118. Throughout his employment, Defendants failed to provide Gilbert Velez with accurate wage statements with each payment of wages as required by the NYLL.

119. The failure to provide pay accurate wage statements allowed Defendants to continue to carry on a scheme of underpaying Gilbert Velez and similarly situated Hourly Workers.

FIRST CAUSE OF ACTION
Fair Labor Standards Act – Minimum Wages
(Brought on behalf of Plaintiffs and the FLSA Collective)

120. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

121. At all times relevant, Plaintiffs and the FLSA Collective were or have been employees, and Defendants was or have been an employer of Plaintiffs and the FLSA Collective, within the meaning of 29 U.S.C §§ 201 *et seq.*

122. At all times relevant, Defendants have been an employer of Plaintiffs and the FLSA Collective, engaged in commerce and/or the production of goods for commerce within the meaning

of 29 U.S.C. §§ 201 *et seq.*

123. Defendants failed to pay Plaintiffs and the FLSA Collective for all hours worked at no less than the applicable minimum wage.

124. As a result of Defendants' willful violations of the FLSA, Plaintiffs and the FLSA Collective have suffered damages by being denied minimum wages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, attorneys' fees and costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq.*

SECOND CAUSE OF ACTION
Fair Labor Standards Act – Overtime Wages
(Brought on behalf of Plaintiffs and the FLSA Collective)

125. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

126. The overtime wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 *et seq.*, and the supporting federal regulations, apply to Defendants and protect Plaintiff and the members of FLSA Collective.

127. Plaintiffs and the FLSA Collective worked in excess of 40 hours during workweeks in the relevant period.

128. Defendants failed to pay Plaintiffs and the FLSA Collective the premium overtime wages to which they were entitled under the FLSA – at a rate of 1.5 times their regular rate of pay for all hours worked in excess of 40 per workweek.

129. As a result of Defendants' willful violations of the FLSA, Plaintiffs and the FLSA Collective have suffered damages by being denied proper overtime compensation in amounts to be determined at trial, and are entitled to recovery of liquidated damages, attorneys' fees and costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq.*

THIRD CAUSE OF ACTION

**New York Labor Law – Failure to Pay Agreed Upon Wages
(Brought on behalf of Plaintiffs and the New York Class)**

130. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

131. The wage provisions of Article 6 of the NYLL and its supporting regulations apply to Defendants, and protect Plaintiffs and the New York Class.

132. Pursuant to NYLL, Article 6 § 191(1)(d), Defendants are required to pay Plaintiffs and the New York Class the wages they have earned in accordance with the agreed terms of their employment.

133. Defendants failed to pay Plaintiffs and the New York Class the earned wages to which they are entitled to under the NYLL and the supporting New York State Department of Labor Regulations, pursuant to the agreed-upon terms of Plaintiffs' employment.

134. Due to Defendants' violations of the NYLL, Plaintiffs and the New York Class are entitled to recover from Defendants their agreed-upon earned wages, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

FOURTH CAUSE OF ACTION

**New York Labor Law – Overtime Wages
(Brought on behalf of Plaintiffs and the New York Class)**

135. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

136. The overtime wage provisions of Article 19 of the NYLL and its supporting regulations apply to Defendants and protect Plaintiffs and the NYLL Class.

137. Defendants failed to pay Plaintiffs and the NYLL Class the premium overtime

wages to which they were entitled under the NYLL and the supporting New York State Department of Labor Regulations – at a rate of 1.5 times their regular rate of pay, for all hours worked beyond 40 per workweek.

138. In this regard, Defendants required Plaintiffs and the NYLL Class to perform work without compensation. Specifically, Defendants failed to pay Plaintiffs and the NYLL Class for time worked over forty hours per week.

139. Due to Defendants' violations of the NYLL, Plaintiffs and the NYLL Class are entitled to recover from Defendants their unpaid overtime wages, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

FIFTH CAUSE OF ACTION

New York Labor Law – Failure to Pay Timely Wages (Brought on behalf of Plaintiffs and the New York Class)

140. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

141. The timely payment of wages provisions NYLL § 191 and its supporting regulations apply to Defendants and protect Plaintiffs and the New York Class.

142. Defendants failed to pay Plaintiffs and the New York Class on a timely basis as required by NYLL § 191(1)(a), which resulted in Plaintiffs and the New York Class being underpaid.

143. Due to Defendants' violations of the NYLL, Plaintiffs and the New York Class are entitled to recover from Defendants the amount of the underpayments caused by their untimely wage payments as liquidated damages, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest as provided for by NYLL § 198.

SIXTH CAUSE OF ACTION

**New York Labor Law – Failure to Provide Accurate Wage Statements
(Brought on behalf of Plaintiffs and the New York Class)**

144. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

145. Defendants failed to supply Plaintiffs and the New York Class with an accurate statement of wages with every payment of wages as required by NYLL, Article 6, § 195(3), listing: dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; hourly rate or rates of pay and minimum rate or rates of pay if applicable; the number of hours worked per week, including hours worked if applicable; deductions; and net wages.

146. Due to Defendants' violations of NYLL § 195(3), Plaintiffs and the New York Class are entitled to statutory penalties of two hundred fifty dollars for each workday that Defendants failed to provide them with accurate wage statements, or a total of five thousand dollars each, as well as reasonable attorneys' fees and costs as provided for by NYLL, Article 6, § 198.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of all other similar persons, respectfully request that this Court grant the following relief:

A. That, at the earliest possible time, Plaintiffs be allowed to give notice of this collective action, or that the Court issue such notice, to all generalists, and similar hourly positions companywide who are presently, or have at any time during the three years immediately preceding the filing of this suit, up through and including the date of this Court's issuance of court-supervised

notice, worked for Defendant. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Unpaid minimum wages, unpaid overtime compensation, and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor Regulations;

C. Certification of this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;

D. Designation of Plaintiffs as representative of the New York Class and counsel of record as Class Counsel;

E. Unpaid overtime wages, agreed upon wages, and liquidated damages permitted by law pursuant to the NYLL and the supporting New York State Department of Labor Regulations;

F. Liquidated damages in the amount of the untimely wage payments pursuant to the NYLL;

G. Liquidated damages permitted by law pursuant to the NYLL and the supporting New York State Department of Labor Regulations;

H. Statutory penalties of two hundred fifty dollars for each workday that Defendants failed to provide Plaintiffs and the New York Class with accurate wage statements, or a total of five thousand dollars each, as provided for by NYLL, Article § 198;

I. Prejudgment and post-judgment interest;

J. Reasonable attorneys' fees and costs of the action; and

K. Such other relief as this Court shall deem just and proper.

Dated: New York, New York
October 25, 2024

Respectfully submitted,

/s/ Brian S. Schaffer
Brian S. Schaffer

FITAPELLI & SCHAFFER, LLP
Brian S. Schaffer
Hunter G Benharris
28 Liberty Street, 30th Floor
New York, New York 10005
Telephone: (212) 300-0375

*Attorneys for Plaintiffs and
the Putative Class*

EXHIBIT A

Earnings		Hours	Rate	Amount	Employee Tax	Amount	Employer Tax	Amount	Deduction	Amount				
0612003228 - Velez, Gilbert	Regular	56.85	22.0000	1,250.70	SSEC	92.20	SSECER	92.20			Entry Type:	Regular	Voucher#:	34367
Dept: HERRC	Break	2.50	22.0000	55.00	MEDI	21.56	NYCMTA	8.92			Net Pay:	1,155.51		
Positions: Generalist	HERRC Evening	14.23	1.5000	21.35	FWT	106.06	MEDIER	21.56			Net Check:	0.00		
Pay Period: 10/01/23 - 10/14/23	HERRC Overnig	40.00	4.0000	160.00	NYSIT	59.81	FUTAER	8.92			Dir Deposit:	1,155.51		
Check Date: 10/20/23					NYLOC	43.94	NYSUIER	68.78						
Pay#: 1					NYPFL	6.77	NYSUR	1.12						
					NYSDI	1.20								
Total Earnings		113.58		1,487.05	Total EE Taxes	331.54	Total ER Taxes	201.50	Total Deductions	0.00	Total Expenses		1,688.55	
0612003228 - Velez, Gilbert	Earning .50	3.27	11.0000	35.93	SSEC	80.26	SSECER	80.26			Entry Type:	Regular	Voucher#:	40555
Dept: HERRC	Regular	48.42	22.0000	1,065.17	MEDI	18.77	NYCMTA	7.77			Net Pay:	1,020.22		
Positions: Generalist	Break	2.50	22.0000	55.00	FWT	82.95	MEDIER	18.77			Net Check:	0.00		
Pay Period: 11/12/23 - 11/25/23	HERRC Evening	8.18	1.5000	12.28	NYSIT	49.21	FUTAER	7.77			Dir Deposit:	1,020.22		
Check Date: 12/01/23	HERRC Overnig	31.52	4.0000	126.07	NYLOC	35.95	NYSUIER	59.87						
Pay#: 1					NYPFL	5.89	NYSUR	0.97						
					NYSDI	1.20								
Total Earnings		93.88		1,294.45	Total EE Taxes	274.23	Total ER Taxes	175.41	Total Deductions	0.00	Total Expenses		1,469.86	
0612003228 - Velez, Gilbert	Regular	67.78	22.0000	1,491.22	SSEC	108.44	SSECER	108.44			Entry Type:	Regular	Voucher#:	43781
Dept: HERRC	Break	3.50	22.0000	77.00	MEDI	25.36	NYCMTA	10.49			Net Pay:	1,339.53		
Positions: Generalist	HERRC Evening	34.77	1.5000	52.14	FWT	137.50	MEDIER	25.36			Net Check:	0.00		
Pay Period: 11/26/23 - 12/09/23	HERRC Overnig	32.17	4.0000	128.67	NYSIT	74.22	FUTAER	10.49			Dir Deposit:	1,339.53		
Check Date: 12/15/23					NYLOC	54.82	NYSUIER	80.89						
Pay#: 1					NYPFL	7.96	NYSUR	1.31						
					NYSDI	1.20								
Total Earnings		138.22		1,749.03	Total EE Taxes	409.50	Total ER Taxes	236.98	Total Deductions	0.00	Total Expenses		1,986.01	
0612003228 - Velez, Gilbert	Regular	34.67	22.0000	762.67	SSEC	55.73	SSECER	55.73			Entry Type:	Regular	Voucher#:	45315
Dept: HERRC	Break	2.00	22.0000	44.00	MEDI	13.03	NYCMTA	5.39			Net Pay:	740.68		
Positions: Generalist	HERRC Evening	18.78	1.5000	28.17	FWT	36.61	MEDIER	13.03			Net Check:	0.00		
Pay Period: 12/10/23 - 12/23/23	HERRC Overnig	16.00	4.0000	64.00	NYSIT	27.46	FUTAER	5.39			Dir Deposit:	740.68		
Check Date: 12/29/23					NYLOC	20.04	NYSUIER	41.57						
Pay#: 1					NYPFL	4.09	NYSUR	0.67						
					NYSDI	1.20								
Total Earnings		71.45		898.84	Total EE Taxes	158.16	Total ER Taxes	121.78	Total Deductions	0.00	Total Expenses		1,020.62	
0612003228 - Velez, Gilbert	Regular	30.50	22.0000	671.00	SSEC	47.21	SSECER	47.21			Entry Type:	Regular	Voucher#:	46780
Dept: HERRC	Break	1.50	22.0000	33.00	MEDI	11.04	NYCMTA	4.57			Net Pay:	644.48		
Positions: Generalist	HERRC Evening	17.00	1.5000	25.50	FWT	20.00	MEDIER	11.04			Net Check:	0.00		
Pay Period: 12/24/23 - 01/06/24	HERRC Overnig	8.00	4.0000	32.00	NYSIT	20.03	FUTAER	4.57			Dir Deposit:	644.48		
Check Date: 01/12/24					NYLOC	14.70	NYSUIER	35.22						
Pay#: 1					NYPFL	2.84	NYSUR	0.57						
					NYSDI	1.20								
Total Earnings		57.00		761.50	Total EE Taxes	117.02	Total ER Taxes	103.18	Total Deductions	0.00	Total Expenses		864.68	

Pay Period: 10/01/2023 - 01/06/2024
 Pay Date: 01/12/2024

Run# 0 - 99
 Week# 1 - 53

MEDRITE-special projects

Company-Division (ST8605-01)

Payroll Check Register 

	Earnings	Hours	Rate	Amount	Employee Tax	Amount	Employer Tax	Amount	Deduction	Amount	
Report Totals	Earning .50	3.27		35.93	SSEC	383.84	SSECER	383.84		Net Pay: 4900.42	
	Regular	238.22		5,240.76	MEDI	89.76	NYCMTA	37.14		Net Check: 0.00	
	Break	12.00		264.00	FWT	383.12	MEDIER	89.76		Dir Deposit: 4900.42	
	HERRC Evening	92.97		139.44	NYSIT	230.73	FUTAER	37.14		No. Pays: 5	
	HERRC Overnig	127.68		510.74	NYLOC	169.45	NYSUIER	286.33			
					NYPFL	27.55	NYSUR	4.64			
					NYSDI	6.00					
	Total Earnings	474.13		6,190.87	Total EM Taxes	1,290.45	Total ER Taxes	838.85	Total Deductions	0.00	Total Expenses 7,029.72

Pay Period: 10/01/2023 - 01/06/2024
 Pay Date: 01/12/2024

Run# 0 - 99
 Week# 1 - 53

MEDRITE-special projects

Company-Division (ST8605-01)

Payroll Check Register 

From: **Gilbert Velez** <gilbertvelez96@gmail.com>
Date: Wed, Feb 21, 2024, 7:43 PM
Subject: Re: ****URGENT****: Missing Pay (Working Images)
To: William Medina <WMedina@medrite.com>
Cc: Projects HR <projectshr@medrite.com>, Lucille Joseph <ljoseph@medrite.com>

Thank you for the update. Regardless of how I may feel about this entire matter, I do appreciate all of your efforts.

Best,
Gilbert V.

On Wed, Feb 21, 2024, 4:06 PM William Medina <WMedina@medrite.com> wrote:

I've escalated this matter to payroll again I'm hoping to have an update by end of week.

Thanks,

William A. Medina, EMT-B
Project Manager
Special Project Division
Ph: 646-379-6360
E: WMedina@MedRite.com



From: Gilbert Velez <gilbertvelez96@gmail.com>
Sent: Wednesday, February 21, 2024 1:48 PM
To: William Medina <WMedina@medrite.com>
Cc: Projects HR <projectshr@medrite.com>; Ujerm Galloway <ugalloway@medrite.com>
Subject: Re: ****URGENT****: Missing Pay (Working Images)

CAUTION:This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

They did email my documents. I emailed payroll back about the status of my payment and never heard back from them.

I submitted the timesheets to you a month ago, and looked to correct my pay over a month before that. I'm falling behind on bills and am finding it difficult to take care of my infant. I understand things take time but this seems pretty excessive. The lack of communication is also undesirable. Due to this I may have to escalate things further.

This includes filing a claim for unpaid wages with the NYS Department of Labor, seeking legal counsel and contacting the press. I'd rather not take this route but I find it necessary being that I feel like this is being done purposefully.

Best,
Gilbert V.

On Tue, Feb 20, 2024, 11:24 AM Gilbert Velez <gilbertvelez96@gmail.com> wrote:

They did email my documents. I emailed payroll back about the status of my payment and never heard back from them.

I submitted the timesheets to you a month ago, and looked to correct my pay over a month before that. I'm falling behind on bills and am finding it difficult to take care of my infant. I understand things take time but this seems pretty excessive. The lack of communication is also undesirable. Due to this I may have to escalate things further.

This includes filing a claim for unpaid wages with the NYS Department of Labor, seeking legal counsel and contacting the press. I'd rather not take this route but I find it necessary being that I feel like this is being done purposefully.

Best,
Gilbert V.

On Wed, Feb 7, 2024, 12:09 PM William Medina <WMedina@medrite.com> wrote:

Payroll has confirmed they emailed you the W2 & December 2023 paystubs.

Thanks

William A. Medina, EMT-B
Project Manager
Special Project Division
Ph: 646-379-6360
E: WMedina@MedRite.com



From: William Medina <WMedina@medrite.com>
Sent: Wednesday, February 7, 2024 8:21 AM
To: Gilbert Velez <gilbertvelez96@gmail.com>
Cc: Projects HR <projectshr@medrite.com>; Ujerm Galloway <ugalloway@medrite.com>
Subject: Re: ****URGENT****: Missing Pay (Working Images)

Good morning,

I've reached out to Payroll hopefully by today.

Thanks,

William A. Medina, EMT-B
Project Manager
Special Project Division
Ph: 646-379-6360
E: WMedina@MedRite.com



From: Gilbert Velez <gilbertvelez96@gmail.com>
Sent: Wednesday, February 7, 2024 7:31 AM
To: William Medina <WMedina@medrite.com>
Cc: Projects HR <projectshr@medrite.com>; Ujerm Galloway <ugalloway@medrite.com>
Subject: Re: ****URGENT****: Missing Pay (Working Images)

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Okay, thank you. Any updates on being able to access the documents mentioned in the previous email?

Best,
Gilbert V.

On Mon, Feb 5, 2024, 9:20 AM William Medina <WMedina@medrite.com> wrote:
This has been entered in the payroll discrepancy form. I will advise once payroll reviews it.

William A. Medina, EMT-B
Project Manager
Special Project Division
Ph: 646-379-6360
E: WMedina@MedRite.com



From: Gilbert Velez <gilbertvelez96@gmail.com>
Sent: Sunday, February 4, 2024 2:09 AM
To: Projects HR <projectshr@medrite.com>
Cc: William Medina <WMedina@medrite.com>; Ujerm Galloway <ugalloway@medrite.com>
Subject: Re: ****URGENT****: Missing Pay (Working Images)

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Hello,

Please keep me updated on the status of the submission of the timesheets. I would also like access to all of my important documents such as all paystubs and the W2 form.

These records will allow me to verify the accuracy of my pay thus far and file taxes in a timely manner.

Thanks,
Gilbert V.

On Wed, Jan 31, 2024, 3:04 PM Gilbert Velez <gilbertvelez96@gmail.com> wrote:
Good morning,

I hope this message finds you well. I am contacting you to inform you that there is a major discrepancy with my pay. My access to Fingercheck, WhenIWork and Outlook were all revoked therefore barring me from accessing my paystubs, W2 Form, previous shifts and access to the discrepancy form.

I have submitted missing timesheets to the project manager William Medina via email a month ago (12/30/2023), which is attached to the bottom of this email. I

have not been paid for these shifts nor have I been paid the overtime I earned. I was told the timesheets were submitted to Fingercheck but I would have to submit a form for any missing shifts. I cannot access the form.

I did overtime when it was approved the weeks [12/10/2023 - 12/16/2023] and [12/17/2023 - 12/23/2023]. For these 2 weeks I only got paid for 4 shifts when I worked a total of 10 shifts during the pay period, which was paid out on the 29th of December.

For the pay period of weeks [12/24/2023 - 12/30/2023] and [12/31/2023 - 1/6/2024] where the pay date was 1/12/2024, I was also underpaid. I am unsure what shifts were and weren't accounted for in that paystub as I no longer have access to the Fingercheck platform.

In addition, the termination letter says my last day was on the 29th of December. I was scheduled to work after this day during the pay period of [1/7/2024 - 1/13/2024] and [1/14/2024 - 1/20/2024]. I have the timesheets for this pay period as well. I acknowledge I was likely not paid for these shifts because I did not use the biometric scanner to log my hours into the system.

I will be attaching the rest of my timesheets to this email and will lay them out below. Below those timesheets are a forwarded email from a month ago sent to management regarding the pay period mentioned in the beginning. I understand dealing with this can be tedious and for that I do apologize. I did not intend to make things more difficult for anyone. I know first hand how difficult this can be as I have a newborn and am running out of supplies with this being my only income source while I figure out what to do.

Please respond letting me know you have read this email. Thank you for your time and have wonderful day.

Best,
Gilbert V.

PAY PERIOD: [12/24/2023 - 12/30/2023] and [12/31/2023 - 1/6/2024]

****My timesheets for 12/25 and 12/27 are in the email below this one.**

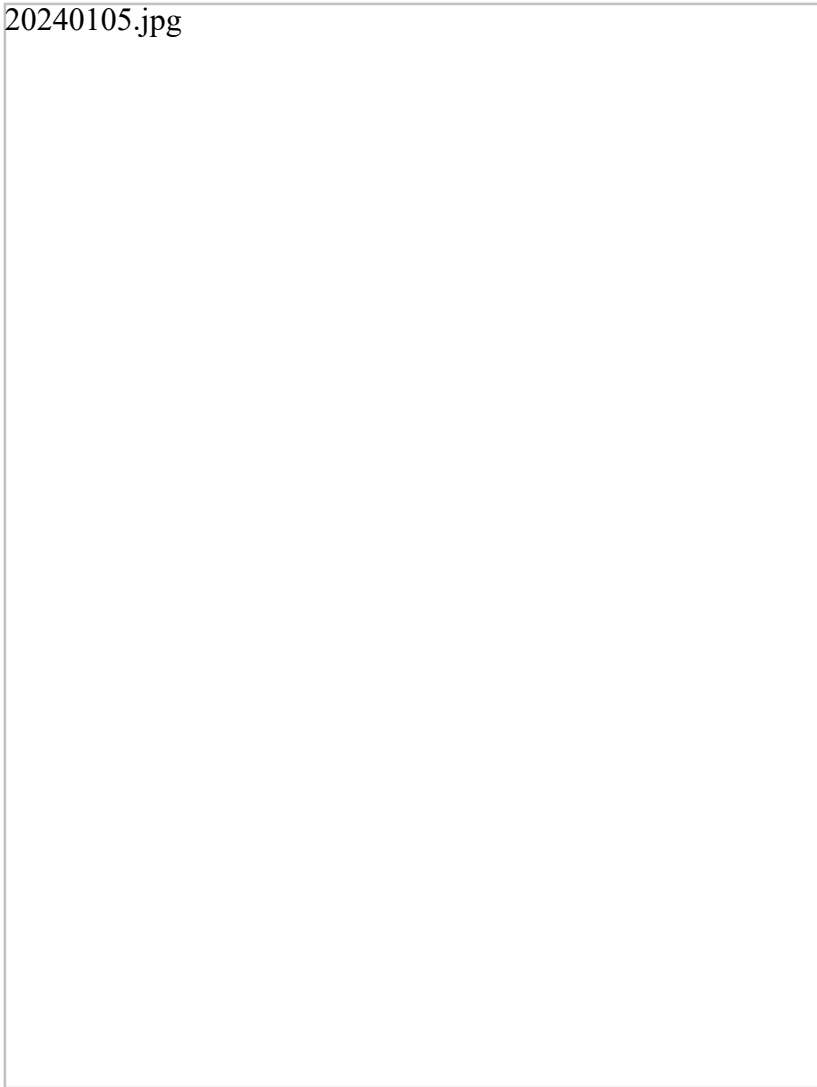
12/29/2023 - Stockton - 8pm-8am

20231229.jpg



1/5/2024 - Stockton - 8pm-8am

20240105.jpg



1/6/2024 - Stockton - 8pm-8am

20240106.jpg



-

PAY PERIOD: [1/7/2024 - 1/13/2024] and [1/14/2024 - 1/20/2024]

1/12/2024 - Stockton - 8pm-8am

20240112.jpg



1/13/2024 - Stockton - 8pm-8am

20240113.jpg



1/19/2024 - Stockton - 8pm-8am

20240119.jpg



1/20/2024 - Stockton - 8pm-8am

20240120.jpg



*****FORWARDED EMAIL BELOW*****

Date: Jan 17, 2024, 3:26 PM
From: VelezG@medrite.com
To: gilbertvelez96@tuta.io
Subject: Fwd: Detailed timesheet submission

From: Gilbert Velez <VelezG@medrite.com>
Sent: Saturday, December 30, 2023 6:26:19 AM
To: Ujerm Galloway <ugalloway@medrite.com>
Subject: Detailed timesheet submission

Good morning,

Thank you for taking the time to go through this. I very much appreciate

the help!

These are the shifts missing from the previous pay period.

No photos:

12/13 - Stratford UWS70 - 3pm-11pm

12/21 - Lincoln-NYCEM - 8pm-8am

12/15 - Stockton-NYCEM - 8:01pm-8:00am



12/16 - Stockton-NYCEM - 8:00pm-8:00am



12/22 - Stockton-NYCEM - 7:51pm-8:00am



12/23 - Stockton-NYCEM - 8:07pm-8:00am



These timesheets are part of the current pay period

12/25 - Stratford UWS70 - 2:54pm-11:00pm



12/27 - St. Bridgid - 9:00am-9:06pm



These images show my total hours for each week



Best,
Gilbert V.

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EXHIBIT C



Offer Letter

September 11, 2023

Dear Gilbert Velez,

We are thrilled to welcome you to Staffing Boutique, Inc., and particularly to the +MEDRITE Special Project Division! We are pleased to offer you the position of Generalist for the Humanitarian Emergency Response and Relief Center Project.

Please find the details of your employment below:
Final schedule will be provided to you closer to start date.

- Start Date:** 9/11/2023.
- Compensation:** \$22.00/hour for days and +\$4 differential=\$26.00/hour for nights
- Shift Hours:** Open, 8pm-8am
- Location:** St. John Villa, Staten Island
- Reporting Manager:** Site Manager
- Training:** TBD

In accordance with the law, you must provide proof of eligibility to work in the United States within two days of your employment start date. This offer is subject to your ability to provide proof of valid work authorization, proof of vaccination, and a background check. Please ensure that you are prepared to provide acceptable documentation.

By signing this Offer Letter, you affirm and acknowledge that: (i) this is a temporary, contract-based position; and (ii) you are being hired with the understanding that your employment is limited to the duration of the HERRC Project. Moreover, as the Project is in conjunction with the City of New York, it may be terminated at any time, with or without notice, unilaterally by the City of New York, in which case your employment will also be terminated. For the avoidance of doubt, however, your employment with the company is at-will, which means that either you or the company may terminate the employment relationship at any time, with or without notice, for no reason or for any reason not prohibited by law. Accordingly, this letter, along with any claimed oral commitments or written representations, is not considered a contract for any specific period of time. By signing this Offer Letter, you further agree to the hourly rate, position, and hours.

If you have any questions, please do not hesitate to contact the Human Resources Department at projectshr@medrite.com
We are excited to have you join our team during this exciting time!

Sincerely,

Jodi Leffingwell
Director of People Operations

DocuSigned by:

Signature of Acceptance

9/11/2023

Date

Save Time. Feel Better.



Offer Letter

8/23/2023

Dear Gilbert Velez

We are thrilled to welcome you to Staffing Boutique, Inc., and particularly to the +MEDRITE Special Project Division! We are pleased to offer you the position of Offsite Patient Generalist-Staten Island for the Humanitarian Emergency Response and Relief Center Project.

Please find the details of your employment below:
Final schedule will be provided to you closer to the start date.

Start Date: 8/24/2023
Compensation: \$22.00/hr. + \$24.00/hr.
Shift Hours: Open; 8pm-8am
Location: Staten Island- St.John
Reporting Manager: Site Manager
Training: TBD

In accordance with the law, you must provide proof of eligibility to work in the United States within two days of your employment start date. This offer is subject to your ability to provide proof of valid work authorization, proof of vaccination, and a background check. Please ensure that you are prepared to provide acceptable documentation.

By signing this Offer Letter, you affirm and acknowledge that: (i) this is a temporary, contract-based position; and (ii) you are being hired with the understanding that your employment is limited to the duration of the HERRC Project. Moreover, as the Project is in conjunction with the City of New York, it may be terminated at any time, with or without notice, unilaterally by the City of New York, in which case your employment will also be terminated. For the avoidance of doubt, however, your employment with the company is at-will, which means that either you or the company may terminate the employment relationship at any time, with or without notice, for no reason or for any reason not prohibited by law. Accordingly, this letter, along with any claimed oral commitments or written representations, is not considered a contract for any specific period of time. By signing this Offer Letter, you further agree to the hourly rate, position, and hours.

If you have any questions, please do not hesitate to contact the Human Resources Department at projectshr@medrite.com.
We are excited to have you join our team during this exciting time!

Sincerely,

Dana Perrella
Senior Director of Talent Acquisition

A handwritten signature in blue ink, appearing to read "Dana Perrella".

Signature of Acceptance

8/23/2023

Date

Save Time. Feel Better.

EXHIBIT D



Employee Handbook

GENERAL EMPLOYEE POLICIES

Human Resources

Last Revised on January 25, 2023

Save Time. Feel Better.™



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Introduction

Welcome to +MEDRITE!

Welcome to the +MEDRITE family! We are so glad that you have decided to join our team! At +MEDRITE (the “Company”) your employment with us will be mutually beneficial and enjoyable.

You are joining an organization that has established an outstanding reputation for “First class” employee and patient experience. This is a credit to each and every one of our dedicated employees. We are confident that you will find satisfaction and pride in your work here at +MEDRITE.

History



+MEDRITE was founded in 2010 by Mr. Samuel Fisch whose vision was to provide New Yorkers with access to affordable, immediate care in a comfortable and caring environment. In that first year, +MEDRITE opened its first urgent care center. Two short years later the Company added a second location. Since then, +MEDRITE has added urgent care centers in multiple New York neighborhoods including Manhattan's Upper East Side, Midtown East, Midtown West, Soho, Downtown, Brooklyn, The Bronx, as well as in New Jersey, Greater Miami Florida, and Connecticut areas. +MEDRITE now counts 20 locations in four states and



has plans to open many more in the coming months and years to come. Parallel to its growth in urgent care centers, +MEDRITE has also focused on providing Occupational Medicine services, various testing capabilities, including some of the earliest COVID-19 testing centers. The Company has also partnered with local governments to provide at-home COVID-19 testing and vaccination services in addition to re-gathering testing services for the Department of Education and other state and city entities.

Vision

To provide access to unmatched urgent care and health services to patients in the areas that we serve.

Mission

Our patients come first.

We aim to provide personalized, exceptional care with a first-class experience.

When it comes to your health, +MEDRITE is here for you

Core Values

Caring

Knowledgeable

Exceptional

Handbook Purpose

This employee handbook is presented as a matter of information and has been prepared to inform employees about +MEDRITE's philosophy, employment practices, policies, and the benefits provided to our valued employees, as well as the conduct expected from them. While this handbook is not intended to be a book of rules and regulations or a contract, it includes imperative guidelines which all employees should know and follow. Except for the at-will employment provisions, the handbook can be amended at any time.

This employee handbook will not answer every question employees may have, nor would +MEDRITE want to restrict the normal question and answer interchange among us. It is in



our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help employees feel comfortable with us. +MEDRITE depends on its employees; their success is our success. Please don't hesitate to ask questions. Every manager will gladly answer them. We believe employees will enjoy their work and their fellow employees here. We also believe that employees will find +MEDRITE a great place to work.

No one other than those authorized by the CEO may alter or modify any of the policies in this employee handbook. No statement or promise by a supervisor, manager, or designee is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Please note: This handbook and its policies may be changed at management's discretion with or without prior notice to the employees. This handbook and future revisions will be posted in a publicly accessible forum.

In addition, please note that legally-required employment notices that are posted in MEDRITE offices are also available in electronic format. Please contact Human Resources at Humanresources@medrite.com for any electronic notice requests.

We ask that employees read this guide carefully, become familiar with +MEDRITE and our policies, and refer to it whenever questions arise.



Employment

Equal Employment Opportunity

It is the policy of +MEDRITE to provide equal employment opportunities to all qualified individuals and to administer all aspects and conditions of employment, including recruitment, hiring, training, placement, promotion, compensation, benefits, and all other terms and conditions of employment, without regard to the following characteristics, whether actual or perceived:

- Race
- Color
- Age
- Sex
- Sexual orientation
- Gender
- Gender identity or expression
- Religion
- Creed
- National origin
- Physical or mental disability
- Pregnancy or pregnancy-related condition
- Military or veteran status
- Citizenship and/or immigration status
- Marital or partnership status
- Familial status
- Caregiver status
- Predisposing genetic characteristic or genetic information
- Arrest or criminal record
- Unemployment status
- Credit history
- Status as a victim of domestic violence, stalking or sex offense
- Union membership status
- Any other protected class, in accordance with applicable federal, state, and local laws

+MEDRITE prohibits and will not tolerate discrimination or harassment. +MEDRITE takes allegations of discrimination, intimidation, harassment and retaliation very seriously and will promptly conduct an investigation when warranted.

Reasonable Accommodations

As part of the Company's equal employment opportunity commitment, the Company implements all applicable provisions of the Americans with Disabilities Act (ADA). We will provide reasonable accommodation for qualified individuals with known disabilities in performance of the essential functions of their jobs, unless the accommodation would create an undue hardship on the Company or create direct health or safety threats. Such reasonable accommodation may be requested at any time during the application process or period of employment, and the Company will engage in an interactive process to determine if a reasonable accommodation exists. While not required, employees seeking an accommodation



are strongly encouraged to complete a Request for Reasonable Accommodation Form, which is available from Human Resources.

In addition, employees are entitled to reasonable accommodations related to religious needs, pregnancy, childbirth and related medical conditions. New York employees are further entitled to reasonable accommodations related to the needs of a victim of domestic violence, sex offense or stalking.

If an eligible employee requests an accommodation for any of the foregoing reasons, or if the Company becomes aware of an employee's need for an accommodation, the Company will engage in a "cooperative dialogue" with the employee to determine the employee's accommodation needs, possible accommodations that may meet those needs (along with alternatives to the proposed accommodation), and any difficulties the proposed accommodations may create for the Company.

An employee seeking reasonable accommodation may make a written or oral request for an accommodation. After conducting a cooperative dialogue, the Company will provide the employee with a written final determination identifying any accommodation granted or denied.

All employees are required to comply with safety standards. Employees who pose a direct threat to the health or safety of themselves or others in the workplace may be temporarily moved into another position or placed on leave until it is determined if a reasonable accommodation will effectively mitigate the risk.

Background Checks

All offers of employment and continued employment are contingent upon a satisfactory background check. +MEDRITE will conduct a background check on any applicant or employee with their signed consent. The background check may consist of prior employment verification, reference checks, education confirmation, criminal background, Motor vehicle history, or other information, as permitted by law. Third-party services may be hired to perform these checks.

At-Will Notice

The employment relationship between +MEDRITE and its employees is at-will. This means that employees are not hired for any specified period of time and their employment may be terminated at any time, with or without cause, and with or without notice, by either +MEDRITE or the employee. There is no employment contract, whether express or implied, created by this Handbook or any other Company document or written or verbal statement or policy. Selected positions may require a written contract, which may only be signed by the President or CEO.



Immigration Law Compliance

All employees are required to complete Section 1 of Form I-9 on their first day of employment, and produce, within three business days, acceptable proof of their identity and eligibility to work in the United States. Failure to produce the proper identifying documents within three days will result in termination.

Introductory Period

The employee's first 90 days of employment with +MEDRITE are considered an introductory period. This introductory period will be a time for getting to know fellow employees, managers and the tasks involved in the position, as well as becoming familiar with +MEDRITE's products and services.

During the introductory period, the supervisor or manager may discuss each employee's job performance with them. During the course of the discussion, employees are encouraged to give their comments and ideas as well.

A former employee who has been rehired after a separation from +MEDRITE of more than one year is considered an introductory employee during their first 90 days following rehire.

Employment Classifications

+MEDRITE has established the following employee classifications for compensation and benefit purposes only. These classifications do not alter the employee's at-will employment status.

Regular Full-Time Employee

An employee who is scheduled to work a 30 or more hour workweek on a regular basis. The employee may be exempt or non-exempt and is generally eligible for all employment benefits offered by +MEDRITE.

Regular Part-Time Employee

An employee who is scheduled to work less than 30 hours in a workweek.

Temporary Employee

An employee who is scheduled to work on a specific temporary project of +MEDRITE. The employee will not receive any benefits unless specifically authorized in writing.



Exempt

Employees who hold positions in bona fide executive, administrative, or professional capacities which meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime pay requirements. These employees receive a set salary regardless of the number of hours worked.

Non-Exempt

Employees whose positions do not meet FLSA and state exemption tests and who are subject to the pay and timekeeping provisions of the FLSA and applicable state law. These employees receive overtime pay for work in excess of 40 hours in a workweek, or otherwise as required by law. Their pay is determined by the actual hours worked within the established workweek. Unless notified otherwise in writing by management, all employees of +MEDRITE are non-exempt.

Personnel Records

+MEDRITE maintains various employment files while an individual remains an employee of +MEDRITE. Such files may include employee personnel files, attendance files, I-9 files, and files for medical purposes. Employees are required to notify their manager should any of their personal information change (e.g., address, phone number, last name) so the appropriate updates can be made to the files. +MEDRITE will take reasonable precautions to protect employee files and employees' personally identifiable information in its records.

Job Transfers

+MEDRITE aspires to promote qualified internal candidates to fill open positions whenever possible and practical. When job openings occur, current employees are encouraged to apply.

Management reserves the right to place an employee in whatever job it deems useful or necessary. All job transfers, reassignments, promotions, or lateral transfers are at the discretion of +MEDRITE.

Employment of Relatives

+MEDRITE does not have a general prohibition against hiring relatives. However, an employee will generally not be hired, transferred, or promoted into a position where they will be managed, directly or indirectly, by a family member or romantic partner. +MEDRITE may



transfer an employee or otherwise change their employment status at any time for any reason, including to avoid the appearance of favoritism or other conflict of interest.



Conduct and Behavior

General Conduct Guidelines

As a member of the +MEDRITE family it is incumbent upon you to exemplify professionalism in everything you do. From the way you dress, speak and behave. The following represents the +MEDRITE code of conduct, highlighting some of the key expectations of a +MEDRITE employee. Violation of the +MEDRITE code of conduct will be addressed by progressive discipline up to and including termination. The following list includes some but not all of the acts that can result in disciplinary action. This list is provided for your information and should not be construed as exhaustive.

- Failure to follow the policies outlined in this handbook.
- Negligent, careless, or inconsiderate treatment of clients or their information.
- Theft, misappropriation, or unauthorized possession or use of any Company property or property that does not belong to the employee.
- Unauthorized removal of Company property from the premises.
- Sharing trade secrets or other confidential business information with anyone who does not have an official need to know.
- Accessing, without authorization, confidential information pertaining to clients or employees.
- Falsifying or changing any type of Company, client, or employee document or record without authorization.
- Willfully, negligently, or carelessly damaging, defacing, or mishandling property of +MEDRITE, a client, or an employee.
- Taking or giving bribes of any nature.
- Entering Company premises without authorization.
- Violating security, safety, or fire prevention regulations, or tampering with safety equipment.
- Unauthorized use of a personal vehicle for Company business.
- Unauthorized use of a Company vehicle for personal use
- Conduct that is illegal under federal, state, or local law.
- Creating a disturbance on Company premises.
- Disorderly conduct, including threatening or striking another employee
- Tampering with Company time systems or falsifying time records.
- Violating the Company's Discrimination and Harassment policy.
- Any type of harassment or inappropriate conduct towards fellow employees, patients, or vendors.



- Allowing unauthorized persons access to Company facilities.
- Possession of weapons, firearms, or incendiary devices while at work.
- Repeated lateness or absenteeism.
- Interference with others in the performance of their jobs.
- Negligence or gross negligence resulting in loss of revenue or injury.
- Use of abusive language.
- Any rude, discourteous, or unbusinesslike behavior, on or off Company premises, which is not protected by Section 7 of the National Labor Relations Act and that adversely affects +MEDRITE services, operations, property, reputation, or goodwill in the community, or interferes with work.
- Insubordination or refusing to follow instructions from a supervisor or manager; refusal or unwillingness to accept a job assignment or to perform job requirements.
- Leaving during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- Sleeping during regular working hours.
- Recording time for another employee or having time recorded by another employee.
- Use or possession of alcohol or illegal drugs during working hours or working under the influence of intoxicants.
- Illegal gambling on Company premises.
- Soliciting, collecting money, vending, and posting or distributing bills or pamphlets during working hours in work areas. Such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does not interfere with the regular operation of business, is orderly, lawful, in good taste, conducted in an orderly manner, and does not create a safety hazard or a mess. Non-employees are prohibited from all forms of solicitation on Company property at all times.

Video and Audio Surveillance

The Company has determined that the use of surveillance cameras is necessary to ensure the safety of employees, customers, Company property, and Company equipment. While the main purpose of the surveillance cameras is to promote safety and security and to deter theft, the Company reserves the right to use footage on such cameras for the purpose of monitoring employee performance, monitoring employee compliance with Company policies, and workplace accident investigations.

The Company has installed audio and video surveillance throughout its offices and locations, including in hallways, lobbies, private offices.



Access to footage will only be provided to authorized individuals on a need-to-know basis. Personal information contained on the footage shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law.

Individuals who fail to follow this policy or who use surveillance camera footage inappropriately will be subject to disciplinary action, up to and including termination.



Discrimination and Harassment

+MEDRITE is committed to providing a work environment free of unlawful discrimination and harassment in any form, including inappropriate and disrespectful behavior, intimidation, and other unwelcome conduct. The purpose of the policy set forth below is to foster a work environment that is free from all forms of discrimination and harassment.

All employees have the right to work in an organization free of discrimination, harassing conduct, bullying, and unwelcome sexual advances or requests for sexual favors.

Verbal, physical, or other communication or conduct by an employee, manager, customer, or supplier which harasses, bullies, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment will not be tolerated. All types of harassment, whether based on characteristics described in the Company's equal employment opportunity policy above or other status protected by federal, state, local, or other law, are unacceptable work behavior and are expressly prohibited.

This policy applies to all harassment occurring in the work environment, whether on Company premises or in any Company related setting. This policy covers all employees of the Company including applicants for employment and third parties over whom the Company has control. In accordance with the New York State Human Rights Law, the Company's policy prohibiting employees from engaging in sexual harassment toward employees in the workplace also extends to prohibiting sexual harassment toward any contractor, subcontractor, vendor, consultant or other person providing services pursuant to a contract in the workplace or who is an employee of any such contractor, subcontractor, vendor, consultant or other person providing services pursuant to a contract in the workplace.

Sexual Harassment

This may include conduct (both overt and subtle) that demeans another person or shows hostility toward an individual because of a characteristic listed in the Company's equal employment opportunity policy.

Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action.



For purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender. Sexual harassment can occur between any individuals, regardless of their sex or gender. Examples of prohibited conduct include:

- Conduct that is either explicitly or implicitly made a term or condition of an individual's employment or continued employment; or
- When submission to rejection of such conduct is used as the basis for employment decisions affecting the individual; or
- Conduct that unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.
- Examples of what may constitute sexual harassment include, but are not limited to:
- Threatening to take or taking employment actions, such as discharge, demotion or reassignment, if sexual favors are not granted;
- Offers of employment benefits in exchange for sexual favors;
- Demands for sexual favors in exchange for favorable or preferential treatment;
- Unwelcome and repeated flirtations, propositions or sexual advances;
- Repeated requests for a date;
- Unwelcome physical contact, touching, pinching or patting;
- Whistling, leering;
- Improper gestures, tricks, horseplay;
- Use of stereotypes;
- Offensive, insulting, derogatory, lewd, or degrading remarks;
- Unwelcome comments about appearance;
- Sexual jokes or use of sexually explicit or offensive language;
- Gender or sex-based pranks or practical jokes;
- Inappropriate personal questions;
- Offensive use of the internet, email, voice mail, and other communication systems;
- Display in the workplace of sexually suggestive objects, cartoons, or pictures.

This list is not intended to be all inclusive. Care should be taken in informal business situations, including Company parties, functions, and business trips to ensure that this policy



is strictly followed. The standard is what a reasonable person would think is unacceptable in a work place environment and may include what the particular person found abusive and/or unwelcome.

Other Types of Harassment

For purposes of this policy, other harassment is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual including individuals with those any characteristics described in the Company's equal employment opportunity policy, and that:

- Creates an intimidating, hostile or offensive work environment; or
- Unreasonably interferes with an individual's work performance
- Examples of conduct that may constitute harassment include, but are not limited to:
- Using epithets or slurs;
- Mocking, ridiculing or mimicking another's culture, accent, appearance or customs;
- Threatening, intimidating or engaging in hostile or offensive acts;
- Displaying on walls, bulletin boards or elsewhere on the Company's premises, or circulating in the workplace, written or graphic material that denigrates or shows hostility or aversion toward a person or group because of any characteristic protected by federal, state, local, or other law;
- Bullying, which may include persistent, multiple, unreasonable incidents that offend, degrade, intimidate or humiliate a person. Examples can include, but aren't limited to: cruelty; belittlement; degradation; yelling or screaming; excessive or unjustified criticism; public reprimand or behavior intended to punish, such as ignoring or excluding someone from workplace activities; intimidation; ridicule; threats; insults or sarcasm; humiliating or demeaning a person in front of others; trivialization of views and opinions; unsubstantiated allegations of misconduct; sabotaging someone's ability to do his/her job; unfairly blaming them for mistakes; stealing credit for their work; assigning an excess of work deliberately to cause stress to the individual; or physical violence such as pushing, shoving, or throwing of objects.

The examples listed above are not intended to be all inclusive.

Retaliation

Retaliation can be defined as: punishment of an employee by an employer, manager or co-worker for engaging in legally protected activity such as making a complaint of harassment or participating in workplace investigations. Retaliation can be any action that could discourage a worker from coming forward to make or support a harassment claim. Retaliation can



include any adverse job action, such as demotion, discipline, firing, salary reduction, or job or shift reassignment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

The Company believes that employees should feel free to raise their concerns or make complaints without fear of reprisal. An employee, who reports an incident that he/she, in good faith, believes to be a violation of this policy, or who is involved in the investigation of a claim of discrimination or harassment will not be subject to reprisal or retaliation.

The Company explicitly prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation is a serious violation of this policy as well as unlawful and should be reported immediately. Allegations of retaliation will be investigated in accordance with the procedures set forth in this policy. Upon completion of the investigation, the violator will be subject to appropriate disciplinary action up to and including termination of employment.



Enforcement

All managers and supervisors are responsible for:

- Implementing +MEDRITE's harassment policy.
- Ensuring that all employees they supervise have knowledge of and understand +MEDRITE policy.
- Reporting any complaints of misconduct to the Human Resources department, so they may be investigated and resolved internally.
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with the policy.
- Conducting themselves in a manner consistent with the policy.

All supervisors and managers who receive a report or information about, observe, or suspect any potential harassment or other violation of this Policy **must immediately** report it to Human Resources Humanresources@medrite.com

In addition to being subject to discipline if they engaged in harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected harassment or otherwise knowingly allowing harassment to continue.

Addressing Issues Informally

Employees who witness offensive behavior in the workplace - whether directed at them or another employee - are encouraged, though not required, to immediately address it with the employee whose behavior they found offensive. An employee who is informed that their behavior is or was offensive should stop immediately and refrain from that behavior in the future, regardless of whether they agree that the behavior could have been offensive.

Harassment Complaint Procedure and Investigation

The Company strongly urges individuals who believe they have experienced or witnessed conduct prohibited by this policy or who have concerns about such matters to report the conduct to their manager or to Human Resources via Humanresources@medrite.com. Employees may take any complaint under this policy directly Human Resources if they choose.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of discrimination, harassment or retaliation. While no fixed reporting period has been established, the Company strongly urges individuals to report their



complaints or concerns immediately so that rapid and constructive action can be taken. Further, reporting individuals should be aware that applicable laws may limit the time for instituting legal action.

Reports may be made orally or in writing. However, all oral reports must be reduced to writing, either by the reporting individual or the recipient of the complaint, to ensure the Company creates an accurate record and can conduct an effective investigation. Written complaints should be made on the Company’s “Complaint Form for Reporting Sexual Harassment,” which is appended to the end of this handbook and available upon request from Human Resources.

When an employee reports harassment, discrimination, or retaliation, the Company will undertake a prompt investigation appropriate to the circumstances. All complaints or information about harassment will be investigated. The steps taken during the investigation cannot be determined in advance and will vary depending upon the nature of the allegations. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have relevant knowledge. To the extent practicable, confidentiality will be maintained throughout the investigative process consistent with the Company’s need to undertake a full investigation and determine appropriate corrective action. Both the individual who reported and the individual(s) about whom the complaint was made will be notified of the final determination.

Upon completion of the investigation, an employee found to have participated in any inappropriate conduct prohibited by law or by this policy will be subject to appropriate disciplinary action up to and including termination of employment. Remember that conduct that may not be illegal may still constitute unacceptable conduct under Company policy and be subject to corrective action. Supervisors and/or managers who become aware of such conduct or of retaliation by others for reporting it and fail to report either situation or allow them to continue are subject to similar sanctions.

Legal Protections and External Remedies

Harassment is not only prohibited by the Company, but is also prohibited by state, federal and applicable local law. Aside from the internal process provided by the Company, employees may also choose to pursue legal remedies with the following governmental entities at any time:

New York State Division of Human Rights (“DHR”)

New York’s Human Rights Law (“HRL”), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to employers in New York State with regard to sexual harassment, and protects



employees, paid or unpaid interns, and non-employees regardless of immigration status from unlawful sexual harassment. Employees may file a complaint alleging harassment in violation of the HRL with the DHR within one year of the alleged harassment or in state court within three years of the alleged harassment. Upon an investigation and finding of unlawful sexual harassment, the DHR has the power to award relief, including: requiring the Company to take action to stop the harassment, along with imposing monetary damages, attorney’s fees and civil fines.

The DHR now has a toll-free confidential hotline to provide counsel and assistance to individuals experiencing workplace sexual harassment. You can call DHR’s toll-free sexual harassment hotline at 1-800-HARASS-3 Monday through Friday, 9:00 AM to 5:00 PM.

United States Equal Employment Opportunity Commission (“EEOC”)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the alleged harassment. The EEOC does not hold hearings or award relief, but upon finding that there is a reasonable belief that unlawful sexual harassment occurred, the EEOC will issue a “Right to Sue” letter permitting the complainant to file a complaint in federal court, and the EEOC may pursue the case on behalf of the complainant in federal court. Federal courts may award remedies if discrimination is found to have occurred.

New York City Commission on Human Rights (“CHR”)

New York City’s Human Rights Law (“NYC HRL”), codified as N.Y. City Admin. Code 8-101 et seq., protects employees from unlawful sexual harassment in the workplace. Employees may file a complaint with the CHR or in state court within three years of the alleged harassment. Upon an investigation and finding of unlawful harassment, the CHR may impose monetary civil penalties, assess emotional distress and other damages awards, and require the violating party to undertake remedial corrective action.

Local Law Enforcement

If the alleged harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime and employees may contact the local police department to report such conduct.

Further, employees in other jurisdictions may have other governmental entities with which the employee may pursue legal remedies.



Reproductive Health Decision Making Discrimination

The Company may not:

- discriminate or take any retaliatory personnel action against an employee with respect to compensation, terms, conditions or privileges of employment because of, or on the basis of, the employee's or dependent's reproductive health decision making, including but not limited to a decision to use or access a particular drug, device or medical service; or
- require an employee to sign a waiver or other document that purports to deny the employee the right to make their own reproductive health care decisions, including use of a particular drug, device or medical service.

The Company also may not access an employee's personal information regarding the employee's or the dependent's reproductive health decision making, including but not limited to the decision to use or access a particular drug, device or medical service without the employee's prior informed affirmative written consent.

An employee may bring a civil action in any court of competent jurisdiction against the Company for any alleged violations of this policy. In any civil action alleging a violation of this policy, the court may: award damages, including, but not limited to, back pay, benefits and reasonable attorneys' fees and costs incurred to a prevailing plaintiff; afford injunctive relief against the Company if it commits or proposes to commit a violation of the provisions of this policy; order reinstatement; and/or award liquidated damages equal to 100 percent of the award for damages unless the Company proves a good faith basis to believe that its actions in violation of this policy were in compliance with the law.

Any act of retaliation for an employee exercising any rights granted under this policy shall subject the Company to separate civil penalties. For the purposes of this policy, retaliation or retaliatory personnel action means discharging, suspending, demoting or otherwise penalizing an employee for: making or threatening to make a complaint to the Company, co-worker or to a public body, that rights guaranteed under this policy have been violated; causing to be instituted any proceeding under or related to this policy; or providing information to or testifying before any public body conducting an investigation, hearing or inquiry into any such violation of a law, rule or regulation by the Company.

Employees with issues or concerns regarding this policy or who feel they have been subjected to any alleged violation of this policy should contact Human Resources.

Complaint Procedure

+MEDRITE has established a procedure for a fair review of complaints related to workplace controversies and conflicts. Employees may take their complaint directly to the person or department listed in Step 2 if the complaint is related to their supervisor or manager or if the



employee feels the supervisor or manager would not provide an impartial resolution to the problem. Complaints related to discrimination and/or harassment should be addressed pursuant to the Company's foregoing Discrimination and Harassment policy.

Step 1

The complaint should be submitted orally or in writing to a supervisor or manager as soon as possible. Sooner is better, as it will assist in a more accurate investigation, however, complaints will be taken seriously regardless of when they are reported.

Step 2

The employee may submit an oral or written request to the Human Resources department by emailing Humanresources@medrite.com. The Human Resources department will review the complaint and take appropriate action. The resolution will be provided to the employee who filed the complaint.

Corrective Action

A high level of job performance and professionalism is expected from each employee. In the event that an employee's job performance does not meet the standards established for the position, they violate company policies or procedures, or their behavior is otherwise unacceptable, corrective action may ensue. Corrective action may include, but is not limited to: coaching, oral or written warnings, performance improvement plans, paid or unpaid suspension, demotion, and termination. The type and order of actions taken will be at management's sole discretion and +MEDRITE is not required to take any disciplinary action before making an adverse employment decision, including termination.

Compensation

Pay Periods

The standard seven-day payroll work week for +MEDRITE begins at 12:00 a.m. Sunday. The designated pay period for all employees is bi-weekly. Paydays are every other Friday.

Timekeeping

All employees are required to use the Company's timekeeping system to record their hours worked. For the purpose of this policy, all forms of timekeeping will be referred to as "clocking in" or "clocking out."



Employees should clock in no sooner than five minutes before their scheduled shift and clock out no later than five minutes after their scheduled shift. Additionally, employees are required to clock in and out for their designated lunch periods. Lunch periods are half an hour, and managers may schedule your lunch time based on staffing needs and/or patient volume. Lunch periods should be taken between 11:00am and 2:00pm. Alteration or waiver of the lunch period requires manager approval. Employees are relieved of all duties during lunch periods. Under no circumstance may the lunch period or waiver of lunch period result in overtime pay.

Employees working before 11:00am and continuing after 7:00pm will be allowed an additional meal period of at least 20 minutes between 5:00pm and 7:00pm.

Accurate timekeeping is a federal and state wage and hour requirement, and employees are required to comply. Failing to enter time into the timekeeping system in an accurate and timely manner is unacceptable job performance. Employees may not ask another employee to clock in or out for them. Should an employee miss an entry into the timekeeping system, they must notify their manager as soon as possible for correction. Misrepresenting time worked, falsifying time records or tampering with +MEDRITE's timekeeping system is considered theft of time and may result in immediate termination of employment

Non-exempt employees are not permitted to work unscheduled time without prior authorization from their manager. This includes clocking in early, clocking out late, or working through scheduled break or lunch periods. Although employees will be paid for all time worked, employees performing such unauthorized work will be subject to discipline, up to and including termination.

Reporting Time Pay

Non-exempt employees who are required to report to work and are subsequently sent home by +MEDRITE without completing their assigned shift due to a lack of work will be paid any applicable reporting time pay.

Employees may be paid for their regularly scheduled shift or four hours, whichever is less. All time worked prior to dismissal counts toward these totals, and will be paid at the employee's regular rate of pay. Where permissible by law, reporting time pay will be compensated at minimum wage.



Overtime

+MEDRITE complies with all applicable federal and state laws with regard to payment of overtime work. Non-exempt employees are paid overtime at the rate of one and one-half times the regular rate of pay for all hours worked over 40 in a workweek (excluding paid lunch time).

Employees are required to work overtime when assigned. Any overtime worked must be authorized by a supervisor or manager, in advance. Working unauthorized overtime or the refusal or unavailability to work overtime is not acceptable work performance, and is subject to discipline, up to and including termination.

Payroll Deductions

+MEDRITE makes deductions from employee pay that are required by law, such as withholding of income taxes, Social Security, Medicare, and those deductions which employees have specifically authorized, such as health insurance premiums. +MEDRITE does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (“FLSA”). There are, however, certain circumstances where further deductions from employee pay are permissible, including income withholdings pursuant to state income withholding orders for child support payments.

If an employee believes that an improper deduction has been made, they should immediately report this to their manager or the Human Resources department. Reports will be investigated and if it is determined that an improper deduction has occurred, the employee will be reimbursed.

Pay Adjustments, Promotions and Demotions

All pay increases are based upon merit, market factors, and the profitability of +MEDRITE. There may not be an automatic annual cost of living or salary adjustment. Employee pay may also be adjusted downward. Salary decreases may take place when there is job restructuring, job duty changes, job transfers, or adverse business economic conditions. Demotion is a reduction in responsibility, usually accompanied by a reduction in salary. If demotion occurs, employees will maintain their seniority with +MEDRITE.



Performance Evaluation

Employees may receive an appraisal of their job performance on a bi-annual basis. This evaluation may be either written or oral. Such evaluation may not occur at exactly the same time each year, but thereabout, at the discretion of the employee's manager.

An employee will be given the opportunity to review, acknowledge, and sign a written evaluation after a discussion with their manager. The completed evaluation form will be placed in the employee's personnel file and the employee will receive a copy of the performance evaluation.

In addition to performance evaluations, informal counseling sessions may be conducted from time to time.

Work Assignments

On occasion employees may be required to perform duties that are not part of their job description or usual tasks. This may happen because a co-worker is absent, a position is temporarily vacant, the business or department is particularly busy, or for other reasons. Employees are expected to perform these additional duties in a timely fashion and to the best of their ability. Should questions about process or procedure arise, employees should speak with their manager. Unless informed otherwise, employees will be paid at their regular rate of pay.

Expense Reimbursement

+MEDRITE will cover all reasonable, business-related expenses. Any cost that does not fall within the guidelines below must be approved by the appropriate manager **before** the expense is incurred. Employees may not be reimbursed for expenses that were not approved in advance and are deemed unnecessary or extravagant.

The following are some examples of expense types that may be reimbursable under this policy:

- Lodging
- Travel expenses including airfare, reasonable airline luggage fees, train fare, bus, taxi, and related tips
- Meals, including tips up to 20%
- Car rental, parking fees, and tolls
- Mileage on a personal vehicle at the current IRS reimbursement rate



- Conference and convention fees
- Business entertainment expenses, up to pre-approved limits

The following expenses are examples of expenses not reimbursable under this policy:

- Airline club dues
- Traffic and parking fines
- Tips in excess of 20%
- In-flight movies, mini-bar expenses, and other forms of personal entertainment

No policy can anticipate every situation that might give rise to legitimate business expenses. Reasonable and necessary expenses not listed above may be reimbursable. When prior approval is required, managers should use their best judgment to determine if an unlisted expense is reimbursable under this policy.

Credit Cards

Company-issued credit cards are to be used for purchases on behalf of +MEDRITE and for any travel expenses incurred while traveling on company business only. At no time may an employee use a Company credit card for purchases intended for personal use; such expenses will require that +MEDRITE be reimbursed and may lead to revocation of credit card privileges and other discipline. Credit card expenses require the same reimbursement documentation as other expenses.

Documentation

Requests for reimbursement of business expenses must be submitted on the Expense Report Template. In order to comply with IRS regulations, all business expenses be supported with adequate records; employees are responsible for keeping these records as expenses are incurred. These records must include:

- The amount of the expenditure
- Expenditure receipts
- The time and place of the expenditure
- The business purpose of the expenditure
- The names and the business relationships of individuals for whom the expenditures were made

Requests for reimbursement lacking this information will not be processed and will be returned to the employee. While original receipts are preferred for all expenses, they are required for



those greater than \$25.00. Requests for exceptions to this policy should explain why the exception is necessary and be approved by management.

Approvals

Expense reimbursement forms, together with required documentation, must be submitted to the employee's manager for review and approval. Once the expense reimbursement has been approved, it should be submitted for processing no more than 30 days after the expenses occurred. Managers approving expense reports are responsible for ensuring that the expense reports have been filled out correctly with the required documentation and that the expenses submitted are allowable under this policy.



Benefits

Holidays

Regular full-time HQ employees are entitled to Six Flex Holidays. A flex holiday, unlike traditionally observed public holidays is a floating holiday that may be used at an employee's discretion, taken on a day they choose (regardless if it is federal, political, or a religious holiday). Employees must submit a request to the manager 30 days prior to the holiday of they plan to observe.

+MEDRITE Centers as well as project employees will receive time and a half pay when working on the traditional holiday days listed by +MEDRITE. (This does not apply to Medical providers such as PA's, MD's and NP's). Any day holiday that is not listed that a +MEDRITE Center employee wishes to observe, can be taken using their available accrued PTO, otherwise unpaid.

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- New Year's Day
- Christmas Day

Medical providers are required to work 3 of the 6 holidays listed above, as determined and scheduled by their manager. No holiday pay will be paid to an employee who is on an unpaid status, on any leave, or absent due to workers' compensation. If a holiday falls on a Sunday, the holiday may be observed on the following Monday, as determined by management. If the holiday falls on a Saturday, the holiday may be observed on the preceding Friday, as determined by management.

Paid Time Off

In order to help employees foster a work-life balance, +MEDRITE offers paid time off (PTO) to full-time employees. PTO may be used for any purpose, including but not limited to vacation, personal matters, and recovery from injury or illness. PTO should be scheduled with the appropriate manager with as much notice as is possible so as to not disrupt the workplace. All requests are subject to manager approval based upon business operating requirements and seniority. Eligible employees include:



- Full-time exempt
- Full-time non-exempt

The employee's date of hire is their official employment anniversary date. Seniority is the length of continuous service starting on that date. Should an employee leave +MEDRITE and then be rehired, previously accrued seniority will be lost, and seniority will begin to accrue again on the date of rehire. With the exception of certain protected leaves and paid time off, seniority does not accrue during leaves of absence that exceed 30 calendar days.

Employees earn PTO hours based on the number of hours worked and will continue to accrue additional hours until the employee reaches the yearly maximum.

Employees will accrue PTO according to the following schedule:

- Part-time employees earn 1 hour of PTO for every 30 hours worked with a maximum accrual of 56 hours per year.
- Full-time Hourly employees will earn 3.5 hours of PTO for every 80 hours worked. The maximum allowance is 80 PTO hours per year.
- Full-time Salary employees automatically will accrue 2 hours a week, a maximum of 80 PTO hours per year.
- Upon completing two consecutive years of service, employees earn 3 hours of PTO per week. The maximum allowance will increase to 120 PTO hours per year, and after four years, to 160 PTO hours.
- Employees with Special contacts are subject to the term of their employment agreement.

PTO hours may be used in increments of 4 hours, meaning employees have the option to take either two half-days or one full workday.

PTO begins to accrue immediately upon hire and may be used after completion of an employee's 90-day introductory period. PTO does not accrue during an unpaid leave of absence unless required by law.

Employees will not be paid wages in lieu of unused PTO. A maximum of 40 hours of unused PTO may carry over from year to year. Accrued, unused PTO will be paid out upon employment separation. +MEDRITE reserves the right to recoup the amount of a negative PTO balance from the employee's final paycheck for used, unaccrued PTO days.



Family and Medical Leave Act

Leave Entitlements

Under the Family and Medical Leave Act (FMLA), an eligible employee can take up to 12 weeks of unpaid, job-protected leave in a 12-month period. The law is complex, so employees are encouraged to contact Human Resources with their questions if they are anticipating needing to take leave. Employees may also be entitled to job-protected leave under applicable state law.

To be eligible, an employee must meet the following three criteria:

- Have worked for +MEDRITE for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave; and
- Worked at a site with 50 or more employees or where 50 or more employees are located within 75 miles of the work site.

Eligible employees can take leave for the following reasons:

- The birth of a child or placement of a child for adoption or foster care.
- To bond with a child (leave must be taken within one year of the child's birth or placement).
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition.
- For the employee's own qualifying serious health condition that makes the employee unable to perform their job.
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.
- To care for a spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness (up to 26 weeks of leave may be taken in a 12-month period).

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

Using Leave

An employee does not need to use leave in one block. When it is medically necessary or +MEDRITE otherwise approves, employees may take leave intermittently or on a reduced schedule. Employees on FMLA leave may be required to report periodically to +MEDRITE regarding their status and intent to return to work. An employee who fails to return to work



at the expiration of the leave without an approved extension will be considered to have resigned.

Employees must inform +MEDRITE if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employees may choose, or +MEDRITE may require, use of accrued paid leave while taking FMLA leave, as permitted by applicable law. If an employee substitutes accrued paid leave for FMLA leave, they must comply with +MEDRITE's normal paid leave policies.

Employees must give 30 days' advance notice of the need for FMLA leave. If it is not possible to give 30 days' notice, an employee must notify their manager as soon as possible.

Documentation

+MEDRITE will require a certification from a health care provider, and periodic recertification, supporting the need for leave. If certification is requested, employees will have 15 days to provide it. If we determine that the certification is incomplete, we will provide a written notice indicating what additional information is required.

Employees do not have to share a medical diagnosis but must provide enough information so that +MEDRITE can determine if the leave qualifies for FMLA protection. Sufficient information could include a doctor's note informing +MEDRITE that the employee is or will be unable to perform their job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary.

If +MEDRITE becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, we will notify the employee if they are eligible for FMLA leave and, if eligible, provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, we will provide a reason for ineligibility. +MEDRITE will notify employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Benefits

While employees are on FMLA leave, health insurance coverage will continue as if the employees were not on leave. Employees are responsible for their portion of the medical insurance premium cost, if any. Failure to pay the employee portion of the health insurance premiums in advance (or on the schedule established by the payroll department) may result in



the termination of coverage. If eligible, the employee will receive notification of continuation of benefits.

+MEDRITE reserves the right to seek reimbursement from the employee for the medical insurance premiums paid by +MEDRITE while the employee was on FMLA leave if the employee fails to return from FMLA. +MEDRITE will not seek reimbursement if the failure to return is due to continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member that would otherwise qualify for FMLA leave, or other circumstances beyond the employee's control.

+MEDRITE will not interfere with an employee's FMLA rights or retaliate against them for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Employees who believe they have not received the benefits to which they are entitled under FMLA are strongly encouraged to speak to another member of management or Human Resources for clarification or resolution. Failing that, an employee is able to file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private action. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



New York Paid Family Leave Time

Eligible employees who work in New York State will be eligible to take up to twelve weeks of paid family leave in a 52-week calendar period at a rate of at least 67% of their average weekly wage (“AWW”) or 67% of the New York State Average Weekly Wage (“SAWW”), whichever is less.

As of 2023, all eligible employees in New York pay the same rate of .455% of their weekly wage, regardless of their carrier (or employer), gender or age, up to a maximum payroll deduction of \$399.43 per employee per year. These figures are adjusted annually by the New York State Superintendent of Finance.

Eligibility

Employees are eligible for paid family leave after they have worked for the Company for (i) 20 or more hours per week for 26 or more consecutive weeks, or (ii) less than 20 hours per week for 175 work days. Employees not eligible for paid family leave may sign a waiver of benefits so that they are not required to make the mandatory contribution outlined below for paid family leave benefits.

Reasons for Paid Family Leave

An eligible employee may use paid family leave for any of the following reasons:

- within the first 12 months after the birth, adoption or foster placement of a child with the employee to care for and bond with the child;
- to care for a close relative (spouse, domestic partner, child, parent, parent-in-law, siblings, grandparent, grandchild) with a serious health condition; or
- to assist with family obligations when a spouse, child, domestic partner or parent of the employee is on active duty or has been notified of an impending call or order of active duty.

A serious health condition is an illness, injury, impairment or physical or mental condition that involves: (i) inpatient care in a hospital, hospice, or residential health care facility; or (ii) continuing treatment or continuing supervision by a health care provider.

Paid Family Leave may also be available for use in situations when you or your minor dependent child are under an order of quarantine or isolation due to COVID-19.

Notice Requirement

When the need for paid family leave is foreseeable, an employee must provide the Company with at least 30 days advance notice before leave is to begin along with the necessary supporting documentation for the leave. Such foreseeable leave includes, but is not limited to, leave for



an expected birth, placement for adoption or foster care and planned medical treatment for a serious health condition of a family member. If leave is not foreseeable, notice should be given by the employee as soon as practicable. Employees may obtain the appropriate notice documents for paid family leave along with identification of the necessary supporting documentation from Human Resources.



Interaction with the FMLA

Where an employee is eligible for leave under both this policy and the FMLA policy (has worked at least a year and for 1250 hours in the year preceding the leave) and is taking a leave for a reason covered under both policies, the leaves will run concurrently.

Miscellaneous

Employees may not be discriminated or retaliated against for requesting or taking family leave.

Employees are guaranteed return to their same or a comparable job upon return from family leave. Employees are also guaranteed continued health insurance during family leave, provided they continue to pay their share of the premium cost while on the leave.

Employees may, but are not required to, use their accrued paid leave to receive full pay during the leave where it is not otherwise provided.

Family leave does not begin before a birth and is not available for prenatal conditions or for one's own serious health condition.

Intermittent family leave (daily or weekly increments) is permitted, but employees must provide separate notice before each day of intermittent leave.

Consistent with +MEDRITE policies, employees on leave will not accrue additional sick or vacation leave during their leave.

New York Safe/Sick Leave

All New York employees will accrue paid safe/sick leave from the start of employment, at the rate of one hour of leave for every 30 hours worked, up to a maximum of 56 hours per year.

New York employees may use up to 56 hours of accrued safe/sick leave per year. Unused time will roll-over to the following year's entitlement, but within any calendar year, employees may use a maximum of 56 safe/sick hours.



Use of Sick Leave

Paid safe and sick days provide protection against loss of income. Employees can use safe and sick leave for absence from work due to the following reasons impacting the employee or a member of their family¹ for whom they are providing care or assistance with care:

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave;
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care;
- For an absence from work when the employee or employee's family member has been the victim of domestic violence (if applicable, as defined by the NYS Human Rights Law), a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:
 - to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
 - to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - to file a complaint or domestic incident report with law enforcement;
 - to meet with a district attorney's office;
 - to enroll children in a new school; or
 - to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.
- Closure of employee's place of business due to a public health emergency (as declared by the local department of health or the Mayor); or
- The employee's need to care for a child whose school or child care provider is closed due to a public health emergency.

When foreseeable, employees must provide their manager with 7 days' notice of the need to take safe/sick leave. When not foreseeable, employees must give notice to their manager as soon as possible.

¹ A family member may include a child (biological, adopted, or foster child; legal ward; child of an employee standing *in loco parentis*), grandchild, current or former spouse, current or former domestic partner, parent, grandparent, child or parent of an employee's spouse or domestic partner, or a sibling (including a half, adopted, or step sibling), any other individual related by blood to the employee, or any individual whose close association with the employee is the equivalent of family.



Safe/sick time may be used in minimum increments of four hours.

Leave will be paid at the employee's regular rate of pay.

Employees will not be compensated for accrued, unused safe/sick leave upon termination.

Temporary Schedule Change (New York City Only)

New York City's Temporary Schedule Change Law provides eligible employees who have worked for the Company for at least 120 days (and in NYC for at least 80 hours) with the right to request two temporary schedule changes per calendar year for "personal events".

A temporary schedule change is permitted if the change relates to (a) the need for a caregiver to provide care to a minor child or care recipient; (b) then employee's need to attend a legal proceeding or hearing for subsistence benefits to which the employee, a family member or the employee's care recipient is a party; or (c) any circumstance that would constitute a basis for permissible use of safe time or sick time under NYC's Earned Safe and Sick Time Act ("ESSTA") (i.e. the same reasons an employee may use safe/sick time). Employees are not required to use accrued time under the ESSTA before requesting a temporary schedule change.

The types of schedule changes that employees can request include: (a) a limited alteration in the employee's scheduled hours; (b) a temporary alteration to the location where the employee is expected to work; (c) using paid time off; (d) permission to work remotely; (e) permission to swap shifts with another employee; and (f) permission to use short-term unpaid leave.

To be eligible for a temporary schedule change, you must be a Company employee: (i) who performs office or non-manual work directly related to the management or general business operations of the Company; or (ii) whose primary duty is performing routine mental, manual, mechanical or physical work in connection with the care or maintenance of the Company's offices or locations.

Temporary Disability Insurance

New York employees are entitled to disability benefits, which are temporary cash benefits paid to an eligible wage earner, when they are disabled by an off-the-job injury or illness. The Disability Benefits Law provides weekly cash benefits to replace, in part, wages lost due to injuries or illnesses that do not arise out of or in the course of employment. Disability benefits



are also paid to an unemployed worker to replace unemployment insurance benefits lost because of illness or injury.

An employee's contribution is computed at the rate of one-half of one percent of their wages, but no more than sixty cents a week. If an employee has more than one job at the same time, with combined wages of more than \$120.00 per week, the employee may request each Company to adjust the contributions in proportion to the earnings of each employment. The combined contributions may not exceed 60 cents per week. The request should be made as soon as the employee enters a second job. Disability benefits include cash payments only. Medical care is the responsibility of the claimant. It is not paid for by +MEDRITE or insurance carrier.

Temporary Disability Leave

+MEDRITE recognizes that a temporary disability may prevent employees from coming to work for a period of time. In such cases, +MEDRITE may grant a temporary disability leave. This leave does not have a minimum or maximum time frame. Rather, +MEDRITE will attempt to reasonably accommodate the needs of the employee as well as the needs of +MEDRITE. If a leave is granted, any extensions will be subject to the same considerations.

Employees requesting a temporary disability leave must document their request in writing. That request should be accompanied by a doctor's statement identifying how the temporary disability limits the employee's ability to work, the date and the estimated date of return and, where appropriate, diagnosis and prognosis. Should the employee's expected return date change, the employee should notify +MEDRITE as soon as possible. Prior to returning to employment with +MEDRITE, employees will be required to submit written medical certification of their ability to work, including any restrictions. Upon returning to work, if employees qualify, they will be reinstated to their former position or one that is substantially the same, depending upon the availability of any position at that time.

The leave will be unpaid, except that employees must use any available paid safe/sick leave concurrently and may choose to use other accrued paid time off concurrently once their safe/sick leave has been exhausted.

Military Leave

If employees are on an extended military leave of absence, they are entitled to be restored to their previously held position or similar position, if available, without loss of any rights, privileges or benefits provided the employee meets the requirements specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA).



An employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia will be granted temporary leave of absence without pay while engaged in military duty as required by state employment law. A letter from the employee's commanding officer is required to establish the dates of duty.

Jury Service Leave

If an employee is summoned to report for jury duty, they will be granted a leave of absence when the employee notifies and submits a copy of the original summons for jury duty to their supervisor or manager. +MEDRITE reserves the right to request that they seek to be excused from or request postponement of jury service if the absence from work would create a hardship to +MEDRITE.

Employees will be paid the first 40 dollars of any daily wages for the first three days of the jury service. Exempt employees will be paid in accordance with the Fair Labor Standards Act (FLSA) requirements.

Full-time employees who work in Connecticut will be paid their regular wages for the first 5 days of jury service.

Voting Leave

If an employee does not have four or more consecutive non working hours while the polls are open, then they will be granted enough time off on Election Day so that they are able to vote. Up to two hours of that time will be paid. Exempt employees will be paid in accordance with the Fair Labor Standards Act.

Unless the employee's manager agrees otherwise, time off to vote must be at the end or beginning of the employee's shift. Employees must give at least two days' notice of the need for leave to vote.

Witness/Crime Victim Leave

Employees who are victims of a crime, a victim's representative, who have been subpoenaed as a witness in a criminal proceeding, who exercises their rights as a victim under applicable law will be granted time off to appear as a witness, consult with the district attorney, or exercise their rights under applicable law. Employees must provide at least one days' notice and more when possible. Employees may use any available paid time off. If paid leave is not available,



non-exempt employees will be granted unpaid time off; exempt employees will be paid in accordance with the Fair Labor Standards Act. +MEDRITE may request proof of the need for leave.

Domestic Violence & Sexual Assault Leave

An employee who is the victim of domestic violence will be provided with reasonable time off for the following reasons: to seek medical attention for injuries caused by domestic violence; to obtain services from a domestic violence shelter, program or rape crisis center; to obtain psychological counseling related to an incident of domestic violence; to participate in safety planning or to take other actions to increase safety from future incidents of domestic violence; or to obtain legal services, assist in the prosecution of the offense or appear in court in relation to the incident of domestic violence.

As much advance notice as practical is requested by +MEDRITE. +MEDRITE may require written documentation verifying the need for such leave. Leave may not be provided if such leave would constitute an undue hardship to +MEDRITE.

For purposes of this leave, the term "victim" includes means any person over the age of sixteen, any married person or any parent accompanied by his or her minor child or children in situations in which such person or such person's child is a victim of an act which would constitute a violation of the penal law.



Bone Marrow Donation Leave

Employees working an average of 20 or more hours per week will be granted unpaid time off to an employee who seeks to undergo a medical procedure to donate bone marrow. The combined length of the leaves will be determined by the physician, but may not exceed 24 work hours, unless agreed to by +MEDRITE. +MEDRITE may require verification by a physician for the purpose and length of each leave requested by the employee to donate bone marrow.

Blood Donation Leave

Employees may use any applicable accumulated leave time to donate blood during work hours at least two times per year at a convenient time and place set by +MEDRITE, including allowing an employee to participate in a blood drive at the employee's place of employment; or, at the option of +MEDRITE, employees may be granted three hours of leave of absence in any 12-month period to donate blood.

New Jersey Paid Family Leave Insurance (NJPFLI)

Eligibility

Employees who work in New Jersey, have been employed by +MEDRITE for at least 1 year and have worked at least 1,000 hours in the past 12 months, are eligible for up to 12 weeks (480 hours) of job-protected leave during any 24-month period under the New Jersey Family Leave Act (NJFLA).

To receive partial wage replacement under NJPFLI (a component of the New Jersey Temporary Disability Law) in 2023, you must have worked 20 weeks earning at least \$640 weekly, or have earned a combined total of \$13,000 in the base year (i.e., the first four of the last five completed calendar quarters before the worker files a claim). The earning requirements may be adjusted in future years by the New Jersey Department of Labor and Workforce Development.

NJPFLI is not a +MEDRITE program. Therefore, eligibility for such insurance benefits is determined by the New Jersey Department of Labor and Workforce Development and not by +MEDRITE.

Reasons for Leave

Pursuant to the NJFLA, eligible employees may take up to 12 weeks of job-protected leave during any 24-month period for the following reasons:

- To care for or bond with a child, as long as the leave begins within 1 year of the child's birth or placement for adoption or foster care;



- To care for a family member, or someone who is the equivalent of family, who has a serious health condition (including a diagnosis of COVID-19), or who has been isolated or quarantined because of suspected exposure to a communicable disease (including COVID-19) during a state of emergency; or
- To provide required care or treatment for a child if their school or place of care is closed by order of a public official due to an epidemic of a communicable disease (including COVID-19) or other public health emergency.

Note that unlike the FMLA, NJFLA does not provide time off for an employee's own serious health condition. Eligible employees can take a consecutive block of up to 12 weeks or can take leave on an intermittent or reduced schedule. Employees coping with domestic or sexual violence may be entitled to leave under the NJ SAFE ACT.

Pursuant to NJPFLI, eligible employees may receive partial wage replacement for a period of up to twelve (12) weeks within any twelve (12) month period when they leave work for the following reasons:

- To care for or bond with a child, during the first year following the child's birth or placement for adoption or foster care;
- To care for a family member, or someone who is the equivalent of family, who has a serious health condition (including a diagnosis of COVID-19); or
- To handle matters related to domestic or sexual violence of the employee, family member, or someone who is the equivalent of family.

NJPFLI benefits are payable to eligible employees from the New Jersey State Plan, which is financed by employee payroll deductions. If an employee qualifies, NJPFLI will provide partial wage replacement of up to 85% of the employee's salary (up to \$1,025 per week, which cap may be adjusted by law).

If an employee is requesting continuous leave, the employee may receive up to 12 weeks of benefits in a 12-month period. If an employee is requesting intermittent leave (taken in increments of no less than one day), the employee may receive up to 56 individual days (8 weeks) of benefits in a 12-month period.

Notice Requirements

To request a leave under NJFLA, the employee must obtain a leave request form from Human Resources, and return the completed form to Human Resources. Continuous leave must, whenever possible, be requested at least 30 days prior to the starting date of leave, and intermittent leave must, whenever possible, be requested at least 15 days prior to the starting date of leave. Otherwise, notice must be given as soon as is reasonable and practicable and the



employee must comply with their unit's normal call-in policies and procedures. The Company may require the employee to provide certification from a health care provider.

The quickest and easiest way to file a claim for NJPFLI is online at www.myleavebenefits.nj.gov. Employees must provide Human Resources notice in accordance with the above time frames.

Interaction with FMLA

As permitted by law, NJFLA leave shall count concurrently against the employee's leave allotment under the Family and Medical Leave Act (FMLA). However, because NJFLA does not provide time off for an employee's own serious health condition, in some situations, a person may therefore be entitled to take up to 12 weeks of FMLA leave for their own condition and 12 weeks of NJFLA leave to care for a family member in a single 12-month period.

Miscellaneous

Employees may elect to use their accrued PTO off and/or safe/sick time in addition to their NJPFLI benefits. Employees may also be entitled to benefits under New Jersey Temporary Disability Insurance.

Consistent with +MEDRITE policies, employees on leave will not accrue additional sick or vacation leave during their leave.

New Jersey Safe/Sick Leave

All New Jersey employees will accrue paid safe/sick leave from the start of employment, at the rate of one hour of leave for every 30 hours worked, up to a maximum of 40 hours per year.

New Jersey employees may use up to 40 hours of accrued safe/sick leave per year. Unused time will roll-over to the following year's entitlement, but within any calendar year, employees may use a maximum of 40 safe/sick hours.

Use of Sick Leave

Paid safe and sick days provide protection against loss of income. Employees can use safe and sick leave for absence from work due to the following reasons:

- For the diagnosis, care, treatment or recovery for the employee's mental or physical illness, injury or health condition; or need for preventive care;



- The employee needs to care for a family member² during the diagnosis, care, treatment or recovery for a mental or physical illness, injury or health condition; or need for preventive care;
- For an absence from work when the employee or family member has been the victim of domestic violence or sexual violence and needs time for treatment, counseling, or to prepare for legal proceedings;
- To attend school-related conferences, meetings, or events regarding the employee's child's education, or to attend a school-related meeting regarding the employee's child's health;
- Closure of the employee's place of business due to a public health emergency or the employee's need to care for a child whose school or child care provider is closed due to a public health emergency.

When foreseeable, employees must provide their manager with 7 days' notice of the need to take safe/sick leave. When not foreseeable, employees must give notice to their manager as soon as possible.

Safe/sick time may be used in minimum increments of four hours.

Leave will be paid at the employee's regular rate of pay.

Employees will not be compensated for accrued, unused safe/sick leave upon termination.

Connecticut Paid Leave Program (CTPL)

Eligibility

Employees who work in Connecticut and have been employed for at least three consecutive months may take Connecticut Family and Medical Leave Act (CTFMLA) leave.

Employees who work in Connecticut, either full-time or part-time, and are salaried or earning an hourly wage, may become eligible for CTPL benefits if they have earned wages of at least \$2,325 in the highest-earning quarter of the first four of the five most recently completed quarters (the "base period"). An employee does not need to work a specific number of hours to be eligible for CTPL benefits.

² A family member may include a child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner), grandchild, sibling, spouse, domestic partner or civil union partner, parent, grandparent, spouse/domestic partner/civil union partner of the employee's parent or grandparent, sibling of an employee's spouse/domestic partner/civil union partner, any other individual related by blood to the employee, or any individual whose close association with the employee is the equivalent of family.



CTPL is not a +MEDRITE program. Therefore, eligibility for such insurance benefits is determined by the Connecticut Paid Leave Authority and not by +MEDRITE.

Reasons for Leave

Pursuant to CTFMLA, eligible employees may take up to 12 weeks of job-protected leave during a 12-month period for the following reasons:

- The birth of a child and care within the first year after birth;
- The placement of a child with employee for adoption or foster care and care for child within the first year after placement;
- To care for a family member, or someone who is the equivalent of family, with a serious health condition;
- Because of the employee's own serious health condition;
- To serve as an organ or bone marrow donor;
- To address qualifying exigencies arising from a spouse, son, daughter or parent's active duty service in the armed forces; or
- To care for a spouse, son, daughter, parent or next of kin with a serious injury or illness incurred on active duty in the armed forces.

Employees may take up to 2 additional weeks of leave during the 12-month period for a serious health condition resulting in incapacitation that occurs during a pregnancy, and eligible employees may take up to 26 weeks of leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. Employees coping with domestic or sexual violence may be entitled to leave under the CT Family Violence Leave Act.

CTPL will provide partial wage replacement for a period of up to twelve (12) weeks within any twelve (12) month period to employees who leave work for the following reasons:

- To receive treatment or recover from their own serious health condition, including pregnancy and serving as an organ or bone marrow donor;
- To care for a family member, or someone who is the equivalent of family, who has a serious health condition;
- To bond with their new-born child or child who has joined their family through adoption or foster care;
- To care for a parent, spouse, child or next of kin who was injured in the line of duty on active duty in the military;
- To address specific exigent circumstances associated with the deployment of a parent, spouse or child to overseas military duty; and
- To address specific situations associated with the fact that they are experiencing family violence.



CTPL benefits are payable to eligible employees from the Connecticut Paid Leave Authority, which is financed by employee payroll deductions. If an employee qualifies, CTPLI will provide partial wage replacement of up to 95% of the employee's average weekly wages if the wages are less than or equal to the Connecticut minimum wage multiplied by 40. If an employee's wages exceed the CT minimum wage multiplied by 40, the employee's benefit rate will be 95% of the employee's average weekly wage up to the Connecticut minimum wage multiplied by 40 plus 60% of the amount the average weekly wage exceeds the Connecticut minimum weekly wage multiplied by 40. The benefit rate is capped at 60 times the Connecticut minimum wage.

Notice Requirement

To request a leave under CTFMLA, an employee must provide at least 30 days of advance notice to Human Resources of the need to take leave when the need can be foreseen. When 30 days' notice is not possible, the employee must provide notice to Human Resources as soon as practical and must comply with their unit's normal call-in policies and procedures.

To request a leave for which an employee may be eligible for CTPL benefits, the employee must contact CT Paid Leave (information available at www.ctpaidleave.org), and provide the Employment Verification Form to +MEDRITE.

Employees may request continuous leave, a reduced schedule, or intermittent leave.

Interaction with the FMLA

As permitted by law, CTPL leave shall count concurrently against the employee's leave allotment under the FMLA.

Miscellaneous

Employees may elect to use their accrued PTO off and/or safe/sick time in addition to their CTPL benefits.

Consistent with +MEDRITE policies, employees on leave will not accrue additional sick or vacation leave during their leave.

Connecticut Safe/Sick Leave

All Connecticut employees will accrue paid safe/sick leave from the start of employment, at the rate of one hour of leave for every 40 hours worked, up to a maximum of 40 hours per year.



Connecticut employees may use up to 40 hours of accrued safe/sick leave per year. Unused time will roll-over to the following year's entitlement, but within any calendar year, employees may use a maximum of 40 safe/sick hours.

Use of Sick Leave

Paid safe and sick days provide protection against loss of income. Employees can use safe and sick leave for absence from work due to the following reasons:

- For the employee's, or the employee's spouse's or child's³, mental or physical illness, injury, or health condition;
- For the diagnosis, care, or treatment of the employee's, or the employee's spouse's or child's, mental or physical illness, injury or health condition;
- For the employee's, or the employee's spouse's or child's, medical diagnosis or preventive care;
- For an absence from work when the employee has been the victim of family violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to such family violence or sexual assault, or to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

When foreseeable, employees must provide their manager with 7 days' notice of the need to take safe/sick leave. When not foreseeable, employees must give notice to their manager as soon as possible.

Safe/sick time may be used in minimum increments of one hour.

Leave will be paid at the employee's regular rate of pay.

Employees will not be compensated for accrued, unused safe/sick leave upon termination.

Connecticut employees are entitled to up to 12 days' unpaid leave for issues connected with family violence, and to seek reasonable accommodations in the form of a reasonable leave of absence for certain issues related to domestic violence.

³ "Child" means a biological, adopted or foster child, stepchild, legal ward, or child of employee standing in loco parentis, who is (a) under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.



Health and Welfare Benefits

+MEDRITE complies with all applicable federal and state laws with regard to benefits administration. All regular employees scheduled and working at least 30 hours per week are entitled to health insurance and other company-sponsored health benefits, when in effect. +MEDRITE reserves the right to change or terminate health plans or other benefits at any time.

New qualifying employees will be eligible for coverage following 90 calendar days. New employees may elect not to be covered.

Continuation of Benefits

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), or a state mini-COBRA law, employees may be allowed to continue their health insurance benefits, at their own expense, for a set number of months after experiencing a qualifying event. Length of coverage may be dependent upon the qualifying event.

To qualify for continuation of health benefits, the covered individual must experience a qualifying event that would otherwise cause them to lose group health coverage. For employees, qualifying events may include voluntary or involuntary termination of employment for reasons other than gross misconduct, or a reduction in numbers of hours worked.

Qualifying events for spouses may include loss of coverage by the employee because of one of the foregoing qualifying events, the covered employee becomes eligible for Medicare, divorce or legal separation of the covered employee, or death of the covered employee. Qualifying events for dependent children may include loss of coverage because of any of the foregoing qualifying events, or loss of status as a dependent child under the plan rules.

Bereavement Leave

Full time employees of +MEDRITE may request a paid leave of absence with pay for a maximum of 3 days working days upon the death of a member of their immediate family. Members of the immediate family are defined as parents, spouse, domestic partner, child, sibling, grandparents, grandchild, parent-in-law, and corresponding step-relatives. Proof of the need for leave may be required.

All request and inquiries regarding Benefits should be emailed to Benefits@medrite.com.





Health, Safety, and Security

Non-Smoking

Smoking, vaping, and use of chew are not permitted in any Company buildings, work sites, or vehicles.

Drug and Alcohol

+MEDRITE is dedicated to providing employees with a workplace that is free of drugs and alcohol. While on Company premises, whether during work time or non-work time, employees are prohibited from being under the influence of drugs or alcohol. There are limited exceptions for the use of prescription drugs (not including marijuana), as long as they do not create safety issues or impair an employee's ability to do their job, and the moderate use of alcohol at company-sponsored or sanctioned events.

Employees are strictly prohibited from possessing illegal drugs, or excessive quantities of prescription or over-the-counter drugs while on Company premises, performing Company-related duties, or operating any Company equipment. Any drugs confiscated that are suspected of being illegal will be turned over to the appropriate law enforcement agency.

Employees taking medication should consult a medical professional to determine whether the drug may affect their personal safety or ability to perform their job and should advise their manager of any resulting job limitations. Once notified, +MEDRITE will make reasonable efforts to accommodate the limitation.

+MEDRITE may conduct a drug test of all employees as a condition of employment and reserves the right to test any employee for the use of illegal drugs, or alcohol, in accordance with applicable law. Employees in safety-sensitive positions may be subject to regular or random drug testing. Drug or alcohol tests may also be conducted after an accident in which drugs or alcohol could reasonably be involved, or when behavior or impairment on the job creates reasonable suspicion of use. Under those circumstances, the employee may be driven to a certified lab for testing at +MEDRITE's expense. Refusal to be tested for drugs or alcohol will be treated the same as a positive test result.

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



To the extent that any applicable federal, state, or local law limits the application of this policy with respect to a particular +MEDRITE location or employee, then with respect to such +MEDRITE location or employee, this policy will be enforced to the extent consistent with applicable law.

Injury and Accident Response and Reporting

If an employee is injured or witnesses an injury at work, they must report it immediately to the nearest available manager. Employees should render any assistance requested by that manager. When any accident, injury, or illness occurs while an employee is at work, regardless of the nature or severity, the employee must complete an injury reporting form and return it to Human Resources as soon as possible. Reporting should not be allowed to delay necessary medical attention. Once the accident is reported, follow-up will be handled by Human Resources or the designated Safety Officer, including a determination as to whether the injured employee may return to work.

Questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. While employees should cooperate with all government investigations, employees must note that they are not authorized to speak on behalf of +MEDRITE, and should direct investigators to their manager.

In addition to compliance with safety measures imposed by federal Occupational Safety and Health Act (OSHA) and state law, +MEDRITE has an independent interest in making its facilities a safe and healthy place to work. +MEDRITE recognizes that employees may be in a position to notice dangerous conditions and practices and therefore encourages employees to report such conditions, as well as non-functioning or hazardous equipment, to a manager immediately. Appropriate remedial measures will be taken when possible and appropriate. Employees will not be retaliated against for reporting accidents, injuries, or illnesses, filing of safety-related complaints, or requesting to see injury and illness logs.

Workers' Compensation

+MEDRITE carries insurance that covers work-related injuries and illnesses. The workers' compensation insurance carrier governs the benefits provided. These benefits will not be limited, expanded, or modified by any statements of Company personnel or Company documents. In the case of any discrepancy, the insurance carrier's documents will control the outcome.



Workplace Violence and Security

Acts of violence or intimidation of others will not be tolerated. Any employee who commits, or threatens to commit, a violent act against any person while on Company premises, will be subject to discipline, up to immediate termination.

Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to a manager. Threats will be investigated and appropriate remedial or disciplinary action will be taken.

Inclement Weather and Outages

This policy establishes guidelines for Company operations during periods of extreme weather and similar emergencies. +MEDRITE will remain open in all but the most extreme circumstances. Unless an emergency closing is announced, all employees are expected to report to work. However, each employee should exercise their best judgment with regard to road conditions and other safety concerns.

Designation of Emergency Closing

Only by the authorization of the CEO or Director of Human Resources will +MEDRITE cease operations due to emergency circumstances. If severe weather conditions develop during working hours, it is at the discretion of Management to release employees. Employees will generally be expected to remain at work until the appointed closing time.

Procedures during Closings

If weather or traveling conditions delay or prevent an employee's reporting to work, their immediate supervisor should be notified as soon as possible. If possible, such notification should be made by a telephone conversation directly with the supervisor. If direct contact is not possible, leaving a detailed voicemail message or message with another employee is acceptable.

An employee who is unable to report to work may use any accrued time off or take the day off without pay.



Pay and Leave Practices

When a partial or full-day closing is authorized by Management, the following pay and paid leave practices apply:

- Non-exempt hourly employees will be sent home for partial days with the option of using paid time off for the remainder of the day. If paid time off is not available, employees will be excused from work without pay and without disciplinary action.
- Exempt employees will be expected to continue work from home if their job duties allow. Regardless of whether the exempt employee is able to do so, +MEDRITE will pay the exempt employee's regular salary..
- Exempt and non-exempt employees already scheduled to be off during emergency closings are charged such leave as was scheduled.

Other Work Options

Supervisors may approve requests for employees to temporarily work from home, if doing so allows completion of work assignments.



Workplace Guidelines

Time and Attendance

- Employees are expected to be at their stations, ready to perform their duties when their shifts begin. Employees are expected to work all shifts scheduled.
- The Center Manager is responsible for establishing the creating the work schedules based on the center's needs and hours of operation provided by HQ. Employees must speak to their Center Manager with any questions related to their work schedules.
- If an employee has been absent for two or more days without proper notification and approval from their Supervisor or Manager, it will be viewed as job abandonment, and the employee will be subject to disciplinary actions up to and including termination.
- If an employee is absent from work for medical reasons or the medical absence exceeds three days or longer, the company may request a doctor's note.
- Employees who are late for their shift for three or more instances in a single month may receive documented corrective action. Excessive tardiness that exceeds three instances in a single month can lead to additional disciplinary action up to and including termination of employment.
- Employees must obtain approval from their supervisors before ending their shift early. Staffing needs and the urgency of the employee's situation will be considered. While no one can control emergencies, Employees should not end their shift early more than once per month or five instances during the year without proper authorization and consent of their Manager. Ending a shift early without authorization may lead to disciplinary action up to and including termination.
- If an employee is late or fails to show up when scheduled to work, that individual is responsible for reporting the reason for their tardiness/absence to their leader. Employees must call to notify at least two hours before their scheduled shift. When calling out, an employee must call their Center Manager to report the tardiness or absence. If an employee cannot reach the Center Manager, they must reach out to the District Manager. If an employee is unable to contact their Center Manager or District Manager themselves, they should have someone call on their behalf. An employee should not notify via text or email.

Off-the-Clock Work

Non-exempt employees must accurately record all time worked, regardless of when and where the work is performed. Off-the-clock work (doing work that is not reported in the



timekeeping system) is prohibited. No member of management may request, require, or authorize non-exempt employees to perform work without compensation. Any possible violations should be reported promptly to a member of management.

Lactation Accommodation

+MEDRITE provides a supportive environment to enable breastfeeding employees to express milk during work hours for up to three years after the birth of the child.

In accordance with federal, state and local law, the Company will provide a nursing mother with reasonable unpaid break time, or permit the employee to use paid break time or meal time as necessary to allow her to express breast milk for her nursing child for up to three years after the child's birth. Generally, it is anticipated that nursing mothers may require up to three breaks per eight-hour workday, with each break lasting approximately 20 minutes. An employee may be required to postpone her breastfeeding for up to 30 minutes if she cannot be spared from her duties.

Employees should provide advance notice to their manager and Human Resources of their intention to express breast milk at work. Such notice should be provided prior to the employee's return to work after the birth of their child(ren).

A private room, which is not a bathroom, will be made available for employees to express milk. The Company will make reasonable efforts to provide a suitable location as close in proximity to the employee's work area as possible.

Employees who require such a space should submit a request, in writing, to Human Resources. The Company will respond to the request as quickly as possible, which time will not exceed five (5) days for New York City employees. In the event that two or more employees wish to use the private room to express breast milk at the same time, each affected employee should inform Human Resources. Human Resources will contact each affected employee, and make a reasonable effort to provide each affected employee with a private room, or the same room at different times, to express breast milk. Any follow up on such a request should be made to Human Resources.

If the employee prefers, and to the extent applicable, an employee may also express milk in her own private office, or another suitable location as may be agreed upon by and between the employee and the Company.



In the event that an employee's request for a lactation room or pumping schedule poses an undue hardship on the Company, the Company shall engage in a cooperative dialogue concerning the request, and will issue a notification in writing either granting or denying the employee's request.

When possible, time provided under this policy should be taken concurrently with other breaks to which the employee is entitled. Employees will be paid for the duration of their regular rest breaks, if applicable, and additional time will be unpaid. Exempt employee pay will not be affected by lactation break time.

Dress Code Policy - HQ

Our employees contribute to the reputation and success of +MEDRITE. A professional outward appearance reflects self-respect and pride. It is critical that every employee present themselves with a competent professional image, both through behavior and appearance. A +MEDRITE ID badge must be worn at all times. Office staff must wear collared shirts and dress casual trousers.

Clothing should be clean and neat in appearance. Employees should consider their level of customer and public contact and the types of meetings they are scheduled to attend in determining what attire is appropriate.

The following are generally not acceptable:

- Bare feet or flip flops
- Spandex, sweats, or work out attire
- Sagging pants, shorts, or skirts
- Excessive jewelry
- Sneakers, slippers or clogs
- Sexually provocative clothing or exposed undergarments
- Clothing with offensive slogans or pictures, political messaging, or that promote or suggest the use of illegal drugs, racism or violence
- Clothing that exposes the chest or abdomen
- Extremely short skirts
- Shorts
- Muscle shirts or tank tops
- Clothing showing excessive wear and tear
- Any clothing or accessories that may present a safety hazard
- Excessive tattoos or visible tattoos that are not appropriate in content



Dress code policy-Urgent Care Centers

+MEDRITE Urgent Care takes great pride in the appearance of its employees. The way you dress reflects personal integrity and implies your attitude towards self. Therefore, employees are expected to dress and groom neatly in apparel suitable for the center. Employees must practice good personal hygiene and wear clean undamaged clothing. Fingernails must be cut short and hair groomed neatly.

- +MEDRITE scrubs must be worn during work shifts (Navy scrubs with the +MEDRITE logo, clean and pressed) by medical staff (PAs, MAs, RNs, etc.)
- Providers must wear a white +MEDRITE branded lab coat.
- White, navy or black long-sleeved undershirts (short sleeved shirts are acceptable during summer months)
- Sweaters, sweatshirts or over shirts are not acceptable
- Acceptable footwear includes solid white, navy blue or black footwear in good repair.
- Neon or multicolored sneakers are not acceptable
- No excessive jewelry (such as Bangle bracelets, dangling earrings or multiple rings)
- No hats, caps, bandanas or headbands
- No visible tattoos that are considered inappropriate
- No visible body piercings or body jewelry are permitted (except for earrings)
- Cologne or perfume may be worn if applied in moderation
- +MEDRITE ID badges must be worn at all times, in a manner which is clearly visible.

Managers are responsible for enforcing dress and grooming standards for their department or location. Any employee whose appearance does not meet these standards may be counseled. If their appearance is unduly distracting or the clothing is unsafe, the employee may be sent home to change into something more appropriate.

Reasonable accommodation will be made for employees' sincerely held religious beliefs and disabilities when such accommodations do not cause an undue burden to the Company. If you would like to request an accommodation or have other questions about this policy, please contact your supervisor.

Confidentiality

Employees may not disclose any confidential information or trade secrets to anyone outside +MEDRITE without the appropriate authorization. Confidential information may include internal reports, financials, client lists, methods of production, or other internal business-related communications. Trade secrets may include information regarding the development of



systems, processes, products, design, instrument, formulas and technology. Confidential information may only be disclosed or discussed with those who need the information. Conversation of a confidential nature should not be held within earshot of the public or clients.

When any inquiry is made regarding an employee, former employee, client, or customer, such as reference requests and employee verification requests, the inquiry should be forwarded to a manager or Human Resources without comment from the employee.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications. In addition, nothing in this policy is intended to infringe upon employee rights under Section 7 of the National Labor Relations Act.

Solicitation and Distribution

Solicitation during work time and in work areas is prohibited. Solicitation is defined as the act of asking for something, selling something, urging someone to do something, petitioning, or distributing persuasive materials. This could include, but is not limited to, asking for donations for a child's school (including through sales of a product), attempting to convert someone to or from a religion, distributing political materials, or collecting signatures. Work time includes time when either the person soliciting, or being solicited to, is scheduled to be performing their work duties. Work areas include areas where employees generally do work, such as cubicles, offices, or conference rooms, and does not include areas such as the lunch or break room.

This policy does not prevent employees from using their approved breaks and rest periods to solicit outside of working areas and is not intended to infringe an employee's Section 7 rights. Those not employed by the company are prohibited from solicitation on company property at all times.

Health Insurance Portability and Accountability Act (HIPAA)

Protecting the privacy of our patients' medical information helps to foster long-term patient relationships built on confidence and trust. In addition, safeguarding Protected Health Information or "PHI" is required by the Health Insurance Portability and Accountability Act (HIPAA).

Our Practice is considered a covered employer that is required to comply with the HIPAA Privacy Rule. The Privacy Rule requires that a patient's PHI is kept confidential and that no one associated with our organization (such as employees, volunteers, interns or contractors)



use or disclose such information without the patient’s written authorization, except under limited and specific circumstances.

Protected Health Information includes any patient health information that is individually identifiable. Individually identifiable health information is that which can be linked to a particular person or group of people, usually by the patient’s name, social security number, address, birth date or other piece of demographic information. For example a patient’s medical condition coupled with that patient’s name would be considered PHI. In addition, simply the fact that an individual is a patient at our Practice is also considered PHI. In your role with the company, you are required to safeguard any patient information, including demographic data that relates to:

- Our patients’ past, present or future physical or mental health or conditions,
- All provisions of health care provided to the patient, and
- All information pertaining to the past, present, or future payment for the provision of health care to the patient

Employees will inevitably come into contact with Protected Health Information. This information may be in any medium (e.g. spoken, written, or observed). Such information may only be disseminated to other employees within the Practice on a strict “need to know” basis. In addition, under no circumstances are employees permitted to discuss or otherwise disclose PHI with anyone outside the Practice, including other patients, the patient’s family or friends, or their own family or friends.



A HIPAA covered entity, such as our Practice, is permitted to use and disclose PHI, without the patient's authorization under the following circumstances:

- When talking with the patient.
- For treatment, payment and health care operations.
- For informal reasons, as long as the patient has the opportunity to agree or object.
- For purposes incidental to another permitted PHI disclosure
- For public interest and benefit activities, or
- For the purposes of research, public health, or health care operations.

Please keep in mind that HIPAA Privacy Rule-covered transactions include, but are not limited to:

- Healthcare claims
- Health plan eligibility communications
- Health plan enrollment and disenrollment
- Healthcare payment and remittance
- Health plan premium payments
- Claim Status Communications
- Referral certification and authorization
- Coordination of benefits

Employees will receive training regarding the Practice's Privacy and HIPAA policies. Adherence to the Practice's HIPAA rules and policies is a condition of employment. Unauthorized disclosures of PHI, or other Privacy or HIPAA violations, will result in disciplinary action up to and including termination.

Should you ever have questions or concerns regarding our HIPAA policy, a specific disclosure, or a disclosure request, please direct such questions to your manager or our HIPAA Compliance Officer.

Conflict of Interest

A conflict of interest arises when an employee is engaged in activity that could be detrimental to the company. This includes when an employee improperly uses their position with the company for personal gain or the gain of someone with whom they have a relationship. Improper use includes behavior that is illegal, as well as behavior that is unethical or questionable to a reasonable person. These are some examples of a conflict of interest:



- An employee requesting or requiring gifts or discounts in exchange for starting or continuing a business relationship with a client or vendor
- An employee selecting a relative's company as a supplier when they have not produced the best proposal
- An employee taking a second job working for a competitor and sharing confidential company information with the competitor
- An employee taking a second job that interferes with their ability to do their work for +MEDRITE at their full potential, whether due to scheduling, exhaustion, or some other factor

Because how things appear, whether accurate or not, has a significant impact on +MEDRITE's reputation, employees should also avoid the appearance of a conflict of interest. If questions arise as to whether a certain activity or behavior is a conflict of interest, employees should speak with their manager or HR.

Outside Activities

Employees may engage in outside employment during non-working hours, provided doing so does not interfere with their job performance or constitute a conflict of interest. Prior to accepting outside employment, employees should notify their manager in writing. The notice must include the name of +MEDRITE, the title and nature of the position, the number of working hours per week, and the time of scheduled work hours. If the position constitutes a conflict of interest or interferes with the employee's job at any time, they may be required to limit or end their outside employment.

Reporting Irregularities

Employees should immediately report any actual or suspected theft, fraud, embezzlement, or misuse of Company funds or property, as well as suspicious behavior. Employees can report via telephone at 866-485-0115, which is the Company's anonymous reporting hotline. This hotline is staffed by a third-party independent compliance agency, and not Company employees. An employee who is aware of such activity but does not report it will be considered part of the problem and disciplined accordingly.

Inspections and Searches

Any items brought to or taken off of Company premises, whether property of the employee, +MEDRITE, or a third party, are subject to inspection or search unless prohibited by state law.



Desks, lockers, workstations, work areas, computers, USB drives, files, e-mails, voice mails, etc. are also subject to inspection or search, as are all other assets owned or controlled by +MEDRITE. Any inspection or search conducted by +MEDRITE may occur at any time, with or without notice. Failure to submit to a search will be grounds for discipline.

Hardware and Software Use

The following guidelines have been established for using the Internet and email in an ethical and professional manner. For the purpose of this policy, Company Internet includes productivity software, instant messaging applications, +MEDRITE cloud and networks, the intranet, and any other tool or program provided by or through +MEDRITE or its internet connection.

- Company Internet and email may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing, or obscene nature.
- Telephones should only be used for Company business. Employees should be professional and conscientious at all times when using Company phones or when using a personal phone for Company business.
- Use of personal cell phones or other devices should be held to a reasonable limit. Reasonableness will be determined by management.
- Disparaging, abusive, profane, and offensive language are forbidden.
- Employees must respect all copyrights and may not copy, retrieve, modify, or forward copyrighted materials, except with permission or as a single copy for reference only. Almost every piece of content is or could be copyrighted (a notice of copyright is not required), so employees should proceed with caution when using or reproducing materials.
- Unless necessary for work, employees should avoid sending or receiving large files, watching videos, mass-forwarding emails, or engaging in other activities that either consume large amounts of bandwidth or create electronic clutter.
- Employees may not download any programs, applications, browser extensions, or any other files without prior approval or upon request of a manager.
- Each employee is responsible for the content of all text, audio, or images they place on or send over +MEDRITE's internet and email system. Employees may not send messages in which they are not identified as the sender.
- Email is not guaranteed to be private or confidential. +MEDRITE reserves the right to examine, monitor, and regulate email messages, directories, and files, as well as internet usage.
- Internal and external email messages are considered business records and may be subject to discovery in the event of litigation.



All Company-issued hardware and software, as well as the email system and Internet connection, are Company-owned. Therefore, all Company policies are in effect at all times when they are in use. Access to the internet through +MEDRITE's network is a privilege of employment that may be limited or revoked at any time.

Social Media Policy

Policy purpose

This policy describes how +MEDRITE Urgent Care uses Social Media and how +MEDRITE team members manage +MEDRITE branded Social Media accounts and general Social Media postings.

Definitions

"Social Media" refers to a website or platform that allows the creation and exchange of user-generated content. Examples include, but are not limited to, Facebook, Instagram, LinkedIn, Pinterest, Twitter, YouTube, and any +MEDRITE internal or external online community platforms.

Scope

In fulfilling +MEDRITE's mission and vision, +MEDRITE uses Social Media to build relationships with the health care field, the media, and the public. Our use of Social Media enables +MEDRITE to communicate with and educate our audiences about healthcare issues and trends as they affect the public and health systems and to ensure that the perspectives and needs of the healthcare field are clearly articulated and understood.

Policy Implementation

ENSURING CIVIL DISCOURSE OVER SOCIAL MEDIA

+MEDRITE Urgent Care uses Social Media to create a dialogue about issues that affect the health care field and welcomes anyone with any interest in discussing these issues civilly and respectfully. At the same time, +MEDRITE does not tolerate Social Media dialogue that does not conform to the reasonable standards of civility outlined in this policy. We reserve the right to take appropriate actions – including blocking any user, ending any communication with the blocked user, or involving proper law enforcement authorities if necessary – against dialogue participants who fail to observe the following guidelines on civil discourse:



- All +MEDRITE employees shall conduct online interactions in accordance with the same values, ethics, confidentiality, and other +MEDRITE policies that apply to employee off-line conduct, including this policy. As we all represent +MEDRITE, whether in the office or out, we must always be aware of the impact our professional and personal online interactions may have on the +MEDRITE brand.
- Social Media is about enhancing the organization's credibility and reputation. +MEDRITE accepts responsibility for the content it posts on its Social Media sites and will not impersonate, mislead, or purposely obscure the Association's identity when using social media. +MEDRITE also expects participants in dialogue on our Social Media sites to refrain from impersonating, misleading, or purposely obscuring their identities.
- Employees must not represent themselves as a spokesperson for +MEDRITE. If +MEDRITE is a subject of social media content, whether, by an employee or a third party, employees should be transparent and open about their employment with +MEDRITE. Their views do not necessarily represent those of +MEDRITE. Only designated spokespersons of the Company are authorized to speak on behalf of +MEDRITE
- Inquiries for press coverage, interviews, and other media/public relations requests filtered through social media accounts should be directed to the Sr. VP of Marketing. No employee should respond or speak through any social media/media format on behalf of +MEDRITE without authorization.
- Employees must not use company email addresses to register for personal social media accounts. Employees who manage social media accounts on behalf of +MEDRITE should ensure that at least one member of management has all the login information needed to access the account in their absence.
- +MEDRITE protects its intellectual property and respects the intellectual property of others. We will not intentionally use copyrighted material without permission or use others' business names, logos, or other trademark-protected materials in a manner that may mislead or confuse others concerning the business's brand or business affiliation. +MEDRITE also expects that participants in dialogue on our Social Media sites display the same respect for the intellectual property of +MEDRITE Urgent Care and others. We will respond to clear and complete notices of alleged copyright or trademark infringement.
- +MEDRITE respects antitrust laws and does not use its Social Media sites to improperly coordinate discussions between market participants about prices, salaries, expansion plans, market allocation, refusals to deal, or other anti-competitive practices.
- +MEDRITE recognizes the importance of maintaining the confidentiality of an individual's personal and medical data. We will not include, reference, or reveal such personal data in dialogue on our Social Media sites. We expect participants in the



discussion on our Social Media sites to respect confidentiality similarly and to refrain from including, referring to, or revealing individuals' personal or medical data.

- +MEDRITE accepts differences and differing opinions about healthcare issues affecting the healthcare field. We strive to maintain a civil, polite, and professional dialogue about these issues even when we might disagree with opinions expressed by others. +MEDRITE expects that participants in dialogue on the organization's Social Media sites will also accept differences and differing opinions by respectfully responding when they disagree or have a different view.
- +MEDRITE does not use Social Media to bully, intimidate or threaten others. We expect participants in dialogues on the organization's Social Media sites to refrain from bullying, intimidation, and threatening harm or violence to anyone, including threats directed to +MEDRITE or any of its employees.
- +MEDRITE does not use Social Media to defame the reputation of others. We will not tolerate using the organization's Social Media sites by any participants to defame the organization's reputation, individuals, groups of individuals, or any organization or business entity.
- +MEDRITE does not publish or post profanity or obscene or pornographic communications on its Social Media sites. We do not tolerate the use of profanity or posting obscene or pornographic images by any participants in the dialogue on the Association's Social Media sites, whether in a user profile, background, or in a response, comment, or message posting.
- +MEDRITE intends that Social Media serve as an effective communications tool for the organization and will refrain from spamming and other abusive uses of Social Media technology/capability. We expect that participants in dialogue on the organization's Social Media sites will correctly use the technology/capabilities as an effective communications tool and will not engage in spam or another misuse of these technologies/capabilities.

***+MEDRITE reserves the right to eliminate, change or modify policies at any time.**

Personal Cell Phone Use

The use of personal cell phones, or work cell phones for personal matters, should be held to a reasonable limit during work hours and not interfere with an employee's productivity or the productivity of their coworkers. Reasonableness will be determined by management.



Personal Property

+MEDRITE is not liable for lost, misplaced, or stolen property. Employees should take all precautions necessary to safeguard their personal possessions. Employees should not have their personal mail sent to +MEDRITE, as it may be automatically opened, and should check with their manager before having larger items delivered to the workplace.

Parking

All parking is at an employee's own risk. Employees and visitors should lock their vehicles and take appropriate safeguards to protect their valuables, including removing them from the vehicle if appropriate under the circumstances. Employees are not to park in areas reserved for visitors.

Audio, Still Photography, and Video Recordings / Works of Art

When accepting employment with +MEDRITE, the employee grants permission to +MEDRITE, its affiliates, and its representatives to use audio, video and photographic recordings of the employee for the purpose of publication, promotion, illustration, or advertising, in any manner or in any medium including but not limited to print, digital, web, and social.

All audio, still photography, audio recordings, works of arts, and generally any work created by the employee on behalf of the Company remain the exclusive property of +MEDRITE. The employee shall make no claims of copyright and/or intellectual property rights infringement.



Employment Separation

Resignation

+MEDRITE requests that employees provide at least two weeks' written notice of their intent to resign. This notice should be submitted in writing to an employee's manager. Managerial positions may be expected to give longer notice, so +MEDRITE may properly transition duties to a new employee without impacting operations. The Company reserves the right, however, upon being informed of the employee's resignation, to immediately remove the employee from the workplace and/or advance the separation date; in such a circumstance, at the Company's option, the Company may only pay the employee through the last day worked. It is understood and acknowledged that any decision to waive the notice period, or a portion of the notice period, shall not in any way be construed as a termination or "de facto termination" for any purpose. An exit interview may be requested.

Termination

All employment with +MEDRITE is "at-will." This means that either +MEDRITE or the employee can terminate the employment relationship at any time, with or without notice, and for any reason allowed by law or for no reason at all. An employee's at-will status can only be changed by written contract, signed by both the employee and the President or CEO.

Personal Possessions and Return of Company Property

All Company property, such as computer equipment, keys, tools, parking passes, or Company credit cards, must be returned immediately at the time of termination. Employees may be responsible for any lost or damaged items. When leaving, employees should ensure that they take all of their personal belongings with them.

Employee Education About False Claims Recovery

The Deficit Reduction Act of 2005, Section 6032, requires that certain health care entities establish written policies for all employees, including management, as well as contractors, agents and others associated with the entity, that provide detailed information about certain laws, remedies and penalties regarding false claims and statements, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs, as well as whistleblower protections under such laws. In compliance with this requirement and +MEDRITE's commitment to providing each patient with providing high quality medical services while following the law and maintaining an ethical culture, the statutes and policies



referenced below are adopted as official Company policy.⁴ Please review this material and remain vigilant regarding the letter and spirit of its precepts. If any employee, patient, family member, contractor, business associate or anyone else working at or with +MEDRITE in any capacity knows or suspects any violation of that which follows or has any questions or concerns related thereto, he/she is responsible to contact the anonymous toll-free multi-lingual Compliance and Ethics Hotline (866-485-0115) (the “Hotline”) or communicate directly with the Chief Compliance Officer, a Compliance and Ethics Committee member or a supervisor as soon as practicable. Together, we will successfully avoid and eliminate even the appearance of fraud, waste and abuse so that we can focus on providing our patients with high quality care.

+MEDRITE’s Compliance and Ethics Program

+MEDRITE’s unwavering commitment to providing exceptional care in a lawful and moral manner – including an emphasis on combatting fraud, waste and abuse – is demonstrated via, among other things, its comprehensive Compliance and Ethics Program (the “Program”). The Program consists of several primary components that function in tandem to help effectively prevent and detect wrongdoing and promote quality of care.⁵ Each of these components and the role that each plays in assisting +MEDRITE achieve its mission is described in a Program Overview, which is provided to everyone working at or with +MEDRITE. Employees and contractors also receive the Compliance and Ethics Manual, which consists of the Code of Conduct – which is a constitution of sorts, providing a foundational framework of the Company’s ideals and conveying an outline of the expectations that the Company has for those who are employed by or interact with +MEDRITE – and Standards and Procedures – which crystalize these ideals and expectations into paradigm principles, guidelines and internal controls. These written materials are a compilation of the Program’s core protocols, providing a centralized resource for compliance and ethics standards. Please familiarize yourself with the Overview and the Manual, additional copies of which are available upon request from the Chief Compliance Officer or anonymously via the Hotline. Should you have any questions or concerns relating to the written material or any other aspect of the Program, please discuss with a supervisor, a Compliance Committee member or anonymously via the Hotline. In light of +MEDRITE’s strict no retaliation policy – whereby those who participate in the Program in good faith, including coming forward with bona fide reports, concerns and inquiries, are

⁴ +MEDRITE’s focus on making this uniquely essential material, along with all material related to compliance and ethics, as understandable and user-friendly for all members of its team as possible has given rise to written material that is deliberately designed to be more colloquial than other Company policies and procedures. Nevertheless, these materials are no less authoritative than any other +MEDRITE policy or procedure and is incorporated as part of the Company’s code. Copies of statutes discussed or referenced herein are available upon request from the Chief Compliance Officer or anonymously via the Compliance and Ethics Hotline.

⁵ The components of the Program include the Compliance and Ethics Manual setting forth the established principles and practices to be followed; the Compliance and Ethics Committee led by the Chief Compliance Officer; due care in the delegation of authority; Training and Education programs; reasonable steps to achieve compliance including methods for detecting, identifying and reporting violations, areas of concern and potential fraud, waste and abuse without fear of retaliation; consistent enforcement of standards; responding appropriately to offenses including investigations and corrective action; and periodic reassessment of the Program to ensure it is current and effective.



protected from any form of retaliatory adverse action – you should feel absolutely comfortable being forthright and utilizing the different avenues of communication available to you. As a team, we will succeed in providing quality care while staying true to our values.

Federal Laws

False Claims Act

The Federal False Claims Act, 31 USC § 3729 *et seq.* (“FFCA”), imposes liability on any person⁶ who knowingly presents or makes use of a false or fraudulent claim, record or statement for payment – wholly or partially; directly or via reimbursement – by or on behalf of the Government, or causes others to do the same. Knowingly making or using a false record or statement material to an obligation – or knowingly concealing or knowingly and improperly avoiding or decreasing an obligation – to pay or transmit money or property to the Government (so-called “Reverse False Claims”) is also forbidden, as is causing others to do the same. Knowingly withholding Government property or money; making or delivering a document certifying receipt of property used, or to be used, by the Government without knowing the information on the receipt to be true and with intent to defraud the Government; and knowingly buying or receiving public property from a Government officer or employee who may not lawfully sell or transfer the property are also outlawed hereunder. And conspiring to do any of the forgoing is similarly prohibited.

Liability for each violation of the FFCA includes civil penalties of between approximately \$11,600 and approximately \$23,300⁷ plus three times the amount of damages sustained by the Government and costs of the investigation. Yet, damages can be reduced if defendants cooperate with the investigation in the manner described.

Administrative Remedies for False Claims and Statements

The Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*, enacts administrative remedies against any person who makes, presents or submits– or causes another to do so – a claim that the person knows or has reason to know is false, fictitious or fraudulent; includes or is supported by any written statement which asserts a material fact which is false, fictitious, or fraudulent; includes or is supported by any written statement that (i) omits a material fact, (ii) is false, fictitious, or fraudulent as a result of such omission, and (iii) is a statement in which the person making, presenting, or submitting such statement has a duty to include such material fact; or is for payment for the provision of property or services which the person has not provided as claimed. Written statements that are similarly untrue and utilized in a similar manner are also prohibited.

⁶ “Person” herein refers to individuals as well as entities.

⁷ 28 C.F.R. § 85.3. This penalty increases periodically pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.



Liability for each such claim, in addition to any other remedy that may be prescribed by law, includes civil penalties of up to approximately \$11,800⁸ and up to twice the amount of that which was falsely claimed or the portion of the claim which is deemed to be in violation.⁹

New York State Laws

New York False Claims Act

The New York False Claims Act, NYS Finance Law § 187 *et seq.* (“NYFCA”), largely mirrors the FFCA, outlawing the deceitful acts and omissions described above.

Liability for each violation of the NYFCA includes civil penalties of between \$6,000 and \$12,000 plus three times the amount of all damages sustained by the state or a local government plus costs of the investigation. Yet, here too, damages can be reduced if defendants cooperate with the investigation in the manner described.

False Statements

Social Services Law §145-b¹⁰ makes it unlawful to knowingly obtain payment from public funds for services furnished or purportedly furnished under Medicaid – or attempting to do so – by means of a false statement or representation or by deliberate concealment of any material fact or other fraudulent scheme or device—whether on behalf of oneself or others. The local social services district or the state has the right to recover civil damages equal to three times the amount by which any figure is falsely overstated or, in the case of non-monetary false statements or representations, three times the amount of damages which the state or its agent sustains as a result of the violation—but not less than \$5,000.

This statute also allows the Department of Health to penalize those who repeatedly or grossly fail to comply with Medicaid standards or receive, or cause others to receive, Medicaid payments which were known or should have been known to be medically improper, unnecessary or in excess of documented medical needs; were not provided as claimed; or were ordered or prescribed by someone who was suspended or excluded from participation in Medicaid. Penalties hereunder can reach \$10,000 per item or service, unless a penalty under this statute was imposed against the violating party within the past 5 years, in which case penalties can reach \$30,000 per item or service.

⁸ *Id.*

⁹ There are also several Federal health care-related criminal statutes including: (i) Criminal Penalties for Acts Involving Federal Health Care Programs (42 U.S. Code § 1320a–7b) criminalizing certain false statements and representations and illegal remunerations and (ii) Statements or Entries Generally (18 U.S.C. § 1001) criminalizing various acts of falsification, concealment and covering up pertaining to government-sponsored services. Additional information regarding these statutes, as well as their State counterparts, if any, are available upon request.

¹⁰ The ‘unacceptable practices’ addressed in this section as well as in those which immediately follow are also addressed – and sanctioned and penalized – in 18 NYCRR §§ 515; 516.



Sanctions

Social Services Law § 145-c makes it unlawful to apply for or receive public assistance (i.e. Medicaid) by intentionally engaging in falsification, misleading, misrepresentation, concealment or withholding of facts for the purpose of establishing or maintaining eligibility for Medicaid coverage for oneself or for a member of one's family. Violators hereunder face having their needs and those of their family not taken into account for a 6-month period for a first offense; a 12-month period for a second offense or for an offense resulting in the wrongful receipt of up to \$3,900; an 18-month period for a third offense or for an offense resulting in the wrongful receipt of an amount in excess of \$3,900; and a 5-year period for four or more offenses.

Criminal Penalties

Social Services Law § 145 makes it a misdemeanor for any person to obtain – or attempt or aid or abet another to do so – public assistance or care to which he is not entitled by means of a false statement or representation, by deliberate concealment of any material fact or by impersonation or other fraudulent device. Any willful act designed to interfere with the proper administration of public assistance and care is also a crime.

Penalties for Fraudulent Practices

Social Services Law § 366-b makes it a class A misdemeanor for any person to obtain – or attempt or aid or abet another to do so – medical assistance to which he is not entitled by knowingly making a false statement or representation, by deliberate concealment of any material fact or by impersonation or other fraudulent device. It is similarly criminal for any person, with intent to defraud, to present for payment any false or fraudulent claim for furnishing services or merchandise or to knowingly submit false information for the purpose of obtaining either greater compensation than that to which he is legally entitled for furnishing services or merchandise or authorization for furnishing services or merchandise under Medicaid.

Health Care Fraud

Penal Law § 177 makes it a crime to, with intent to defraud a health care plan, knowingly and willfully provide materially false information or omit material information for the purpose of requesting payment for a health care item or service and thereby obtain payment – for oneself or another – in an amount to which the recipient was not entitled under the circumstances. The class of crime and accompanying penalty increases along with the amount of money wrongfully received and/or the number of prior offenses.

Other Relevant Criminal Statutes

There are several state crimes in addition to the foregoing that, although not exclusive to health care, have proven particularly relevant thereto. These include Larceny (Penal Law § 155); False Written Statements (Penal Law § 175); and Insurance Fraud (Penal Law § 176).



Whistleblower

Federal

31 USC § 3730, as part of the Federal False Claims Act, sanctions a person to bring a civil action for a violation of the FFCA. The Government may elect to intervene in the action or elect not to do so. If the action is successful, the whistleblowing party may be entitled to a portion of the proceeds of that which the Government collects plus reasonable expenses, reasonable attorneys' fees and costs. The portion to which a whistleblower may be entitled is subject to reduction if, among other things, the court finds that the action was brought by a person who planned and initiated the violation of the FFCA upon which the action was based. The whistleblower's portion is lost entirely if (i) the person bringing the action is convicted of criminal conduct arising from a violation of the FFCA or (ii) the Government does not collect from the violating party. A whistleblower action will be dismissed if substantially the same allegations or transactions were publicly disclosed via, for example, certain legal proceedings or the news media.

Whistleblowers may be required to pay defendants' reasonable attorneys' fees and expenses if the defendant prevails in the action and the court finds that the claim was clearly frivolous, clearly vexatious or brought primarily for purposes of harassment.

Should a whistleblowing employee face discrimination as retaliation for pursuing an action under the FFCA or attempting to stop violations under the FFCA, such employee may be entitled to reinstatement with the same seniority status he or she would have had but for the discrimination, two times the amount of back pay, interest on the back pay and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees. Discrimination hereunder includes discharge, demotion, suspension, threats, harassment and any other discrimination in the terms and conditions of employment.

New York

New York False Claims Act

The NYFCA, at NYS Finance Law §§ 190; 191, largely mirrors the FFCA: providing similar rights to a person to bring suit for violation of the NYFCA; allowing the Government to choose whether or not to proceed with the action; granting whistleblowers a chance to receive a portion of collections; and affording protections to whistleblowers from retaliatory actions. The NYFCA also includes reductions of and disqualifications from whistleblowers' collection of portions of proceeds similar to those in the FFCA, as well as parallel potential whistleblower liability for frivolous, vexatious and harassing actions.

New York Labor Laws regarding Retaliation and Penalizing by Employers

NYS Labor Law §§ 740; 741 collectively prohibit an employer from taking any retaliatory personnel action against an employee because the employee: discloses or threatens to disclose



to a supervisor or to a public body an activity, policy or practice of the employer that that the employee, in good faith, reasonably believes constitutes improper quality of patient care or is in violation of law, rule or regulation that creates and presents a substantial and specific danger to the public health or safety or which constitutes health care fraud. Providing information to, or testifying before, any public body conducting an investigation, hearing or inquiry into any such violation by the employer or objecting to or refusing to participate in any such activity, policy or practice believed to constitute improper quality of patient care or in such violation of law, rule or regulation is similarly protected from retaliation. Protection from retribution hereunder is contingent on the employee having first brought the issue in question to the attention of a supervisor and affording the employer an opportunity to correct the issue, unless, in the case of improper quality of patient care, an imminent threat to public health or safety or to the health of a specific patient is presented and the employee reasonably believes in good faith that reporting to a supervisor would not result in corrective action.

Violations of these statues are punishable by civil penalties of up to \$10,000 payable to the improving quality of patient care fund; reinstatement of the employee to the same or an equivalent position as well as full fringe benefits and seniority rights; compensation for lost wages, benefits and other remuneration; and payment by the employer of reasonable costs, disbursements and attorneys' fees. Should the court determine that the action brought was baseless, the employee may be ordered to pay for reasonable attorneys' fees and court costs and disbursements.

Ongoing Training for Continuing Education

+MEDRITE requires all providers to comply with regulatory requirements (e.g., NCCPA, Medical Boards, etc), which includes minimum hours of CME, per profession. +MEDRITE will provide all full time providers with a stipend for CME.




Employee Handbook Acknowledgement

I acknowledge receipt of the +MEDRITE Employee Handbook and agree to follow the guidelines within it. I also acknowledge the following:

1. Receipt of this handbook does not create a contract of employment or in any way alter my at-will employment status; +MEDRITE or I can end the employment relationship at any time, with or without notice, and with or without cause.
2. I am not entitled to any particular sequence of disciplinary measures prior to termination.
3. With the exception of the at-will employment policy, this handbook may be modified at any time.
4. Violation of any policy in this handbook, or any policy included as an addendum, may be grounds for discipline, up to and including termination.
5. This handbook does not include every process, policy, and expectation applicable to employees, or my position specifically; I may be counseled, disciplined, or terminated for poor behavior or performance even if the behavior or performance issue is not addressed in the handbook.
6. I understand that as a condition of employment and to ensure workplace security and safety, all +MEDRITE facilities, +MEDRITE property (including but not limited to computers, internet, desks, workstations, electronic and hard copy files, voicemail, and email), and employees' personal property may be inspected with or without permission or advance notice.
 - I further understand that any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system may be subject to monitoring at any and all times by any lawful means.
 - I consent to such monitoring and inspection and understand that I do not have an expectation of personal privacy when using +MEDRITE equipment.
In addition, I specifically consent to the Company's use of audio and video surveillance in hallways, lobbies, private offices and hardware and software use policies, as set forth in this handbook.
7. Should any provision in this handbook be in conflict with federal, state, or local law, that provision only will be considered ineffective, while the rest of the handbook remains effective.
8. If I have questions regarding any policy in this handbook, or other expectations related to my behavior or performance, it is my responsibility to speak with my manager or Human Resources.



DocuSigned by:

9C23D5012A7641A...

Signature

9/11/2023

Date

Gilbert velez

Printed Name



Complaint Form for Reporting Sexual Harassment

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to Human Resources via Humanresources@+MEDRITEuc.com. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy and follow its sexual harassment prevention policy.

COMPLAINANT INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: Email Phone In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: Supervisor Subordinate Co-Worker Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.



3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? Yes No

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

The last question is optional, but may help the investigation.

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____ *Date:* _____

EXHIBIT E



Sign in



What Job title, keywords, or com

Where Windsor Locks, CT

Find Jobs

Offsite Patient Generalist

MedRite Urgent Care [📍](#) ★★☆☆☆ 156 reviews

Queens, NY

From \$22 an hour - Contract

MedRite Urgent Care



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[Read what people are saying about working here.](#)

Profile insights

Find out how your skills align with the job description

Education

Do you have a High school diploma or GED?

Yes

No

Languages

Do you know Spanish?

Yes

No

Job details

Here's how the job details align with your [profile](#).

Pay

From \$22 an hour

Job type

Contract

Shift and schedule

12 hour shift

8 hour shift

Night shift

[+ show more](#)

Location

 Queens, NY

Full job description

Who We Are:

Locations in Astoria, Staten Island, Bronx, Manhattan, Harlem, Jamaica, and Brooklyn.

Shifts are:

8am-8pm or 8pm-8am

7am-3pm, 3pm-11pm, 11pm-7am

MedRite Urgent Care provides residents and visitors of NY, NJ, and FL, with a modern solution for urgent medical treatment and routine healthcare. The demands put on us by work obligations, family responsibilities, and hectic schedules can make it difficult to seek medical services within the nine-to-five doctor's office model. We solve this problem by providing individualized care in patients' homes or on a walk-in basis with same-day availability. Our licensed providers can treat virtually all non-life-threatening injuries and illnesses and we also offer services for preventative care, routine wellness, pediatric patients, occupational healthcare, and more. When you need to see a provider quickly, MedRite Urgent Care is here for you.

Patient Generalist:

The generalist's primary responsibility will include patient/guest intake, ensuring that all feasible needs are satisfied where possible. They will be creating name badges, patient registration, administration, and direction. Delivery of meals or other necessities to guest rooms when necessary. Microsoft Office, inventory, and supply management skills are preferred but not mandatory. As part of the team, you will be providing MEDRITE services and excellent care for migrant populations. The pay rate for this position is \$22 per hour.

Keys to success:

The capacity to listen to patients speaking Spanish and problem solve within means is essential for every position on this project. All staff members must be considerate and kind to patients. Team member must be flexible, solution-focused with attention to detail, ability to quickly process and disseminate information to patients, team, and leaders. Must possess strong supervisory qualities, as well as the capacity to train others. The majority of the patient population speaks Spanish

(preferred), but fluency in other languages, including French, Creole, Haitian, Wolof, and ASL, is a benefit.

Responsibilities:

- Setup and teardown/cleanup workstations at day's end.
- Greet and direct guests (offer coffee, water, etc. and prepare it for guests if needed).
- Register visitors upon arrival. Create name badge.
- Badge visitors entering and leaving the facility.
- Greet guests as they arrive for vaccinations, swabs, and/or health screenings.
- Record patient data in the HOST (OTI) system.
- Distribute hygiene products, food, and other necessities to patients and clients.
- Assist with meal delivery, setup, and breakdown, and supply guests with snacks.
- Utilize materials efficiently with minimal waste.
- Respect and safeguards the confidentiality of guest-related information.
- Maintain a positive working atmosphere.
- Assist in planning guests' travel and relocation.
- Create an even interval of appointments and collaborating with the site manager
- Monitor appointments and work with guests.
- Perform additional responsibilities as needed.
- Assist with the unboxing of orders and the distribution of supplies to each floor.
- Receive deliveries.
- In the event of a delivery delay, purchase supplies from the store.
- Keep the lobby clean.
- Manage incoming email.

.Qualifications:

- Proficiency in Spanish is a plus.
- Outstanding writing and verbal communication abilities.

· Strong organizational abilities as well as the capacity to multitask.

· A high school diploma or its equivalent is required.

MEDRITE is EEO/AAP compliant.

Job Type: Contract

Pay: From \$22.00 per hour

Schedule:

- 12 hour shift
- 8 hour shift
- Day shift
- Evening shift
- Night shift

Language:

- Spanish (Preferred)

Ability to Relocate:

- Queens, NY: Relocate before starting work (Required)

Work Location: In person

If you require alternative methods of application or screening, you must approach the employer directly to request this as Indeed is not responsible for the employer's application process.

[Apply now](#)



Report job

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Terms

EXHIBIT F

FINANCE COMMITTEE AGENDA

Date: July 21, 2021
Time: 9:30 am
Location: 125 Worth Street, Board Room

- | | |
|--|-----------------------|
| <p>I. Call to Order
Adoption of the June 07, 2021 Minutes</p> | <p>Freda Wang</p> |
| <p>II. Action Item: Waste Management Services
Authorizing the New York City Health and Hospitals Corporation (the “System”) to sign 2-year agreements with each of Approved Storage and Waste Handling, Inc. (“ASWH”) and Action Carting Environmental Services, Inc. (“Action”) for waste management services with options to renew each agreement for 2 years held exclusively by the System subject to expenditure limits not to be exceeded on the ASWH agreement of \$10,058,560 for the initial term, \$6,902,000 for the Action agreement during the initial term, \$10,058,560 on the ASWH agreement during the renewal term and \$7,322,332 for the Action agreement during the renewal term.</p> | <p>Paul Albertson</p> |
| <p>III. Action Item: DOE and Mobile Unit Testing Expansion
Authorizing the New York City Health and Hospitals Corporation (the “System”) to sign 11-month agreements with each of the 12 vendors listed in Annex A attached to this Resolution (each a “Vendor” and together, the “Vendors”) to perform COVID testing both in schools and in the community on an as-needed basis for an amount for all Vendors not to exceed \$250,480,410.</p> | <p>Chris Keeley</p> |
| <p>IV. Financial Update</p> | <p>John Ulberg</p> |
| <p>V. Old Business</p> | <p>Freda Wang</p> |
| <p>VI. New Business</p> | |
| <p>VII. Adjournment</p> | |

EXECUTIVE SUMMARY

NYC HEALTH + HOSPITALS/TEST + TRACE SCHOOL AND COMMUNITY COVID-19 TESTING

OVERVIEW: The System seeks authorization from its Board to sign 11-month contracts with the 12 COVID testing Vendors listed on Annex A to the Resolution presented. From the start of the epidemic, the System has been managing an extensive COVID testing program through the City including managing all testing in the schools. Since November 2020 such testing has been performed with laboratory companies selected through an RFP. To date, the System, through its contractors, has performed more than 1,500,000 COVID tests. With the passage of time, the evolution of COVID testing technology and the changing face of the epidemic, the System issued a new RFP in May 2021 to test the market and broaden the number of laboratories with which it will be able to work.

NEED/PROGRAM: As the epidemic changes and now that those eager for vaccinations have been largely served, the System has to work harder and be more creative to drive testing and vaccinations up through hesitant and hard to reach populations. Where vaccinations rates lag, testing continues to be important.

TERMS: The System will use the Vendors on an as needed basis. The System will not commit to any Vendor any minimum amount of business and there is no requirement that the System spend all of the \$250,480,410 funding allocated. The System will assign work among the Vendors based on their performance, the proposed pricing and their adherence to their MWBE contracting commitments. The System will undertake further testing as the course of the epidemic dictates. Testing will generally be less than \$75/test reflective of the general decline in pricing since the beginning of the pandemic.

PROCUREMENT: Vendors were selected using a competitive RFP overseen by the Contract Review Committee using an evaluation committee drawn from across the System.

MWBE: The MWBE subcontracting commitments and subcontractors to be used follow:

Vendor	MWBE Goal	MWBE Subcontractor
MedRite	30%	Staffing Boutique, Inc; Alliance Supply Inc
AmbulanZ/RRT	30%	Nadler Mobile LLC; Nunn's Home Medical Equipment; Fine Fare Supermarket
BRL	30%	TBD
Fulgent	30%	TBD
Union Square	100%	Language Bank, Inc.
SOMOS	85%	Medgroup PLLC
Mt. Sinai	32%	C-19 Safety First & Verbosity
Ginko Bioworks	30%	Young Professional Staffing
Elevation Health	100%	Translation service and consultant
CIC Health	50%	Meet Care Givers and TBD transportation vendor
DayBreak	30%	TBD Supply Vendors
Premier Assist	30%	Admiral Staffing, Inc. and Proftech

NYC HEALTH+ HOSPITALS Request summary

Requesting approval to enter into 12 contracts beginning August 1, 2021 through June 30, 2022 with highest scoring vendors

- **Contract term:** 11 months
- **Not to exceed:** \$250,480,410
- Only spend funds agreed upon with OMB in advance and covered under T2 MOU with OMB
- Finance Committee then to full Board

Vendor	MWBE?	% Utilization Goal	Subcontractor
MedRite	No	30%	Staffing Boutique, Inc; Alliance Supply Inc
Ambulnz/RRT	No	30%	Nadler Mobile LLC; Nunn's Home Medical Equipment; Fine Fare Supermarket
BRL	No	30%	TBD
Fulgent	No	30%	TBD
Union Square Physicians	Yes	100%	Language Bank, Inc.
SOMOS	No	85%	Medgroup PLLC
Mount Sinai	No	32%	C-19 Safety First and Verboesity
Ginkgo Bioworks	No	30%	Young Professional Staffing
Elevation Health	Yes	100%	Translation services vendor and consultant
CIC Health	No	50%	Meet Care Givers and TBD transportation vendor
DayBreak	No	30%	TBD supply vendors
Premier Assist	No	30%	Admiral Staffing, Inc. and Profitech



EXHIBIT G

NEW YORK STATE DEPARTMENT OF LABOR
OFFICE OF DISLOCATED WORKERS PROGRAM

Date of Notice: 3/02/2023 & 3/06/2023

Event Number: 2022-0103

Rapid Response Specialist: Stuart Goldberg

Reason Stated for Filing: Plant Unit Closing

Company:
Staffing Boutique, Inc. (MedRite Staffing Boutique)
60 2nd Avenue
Brooklyn, NY 11215

County: Queens | WDB Name: NEW YORK CITY | Region: New York City

Contact: Izzy Friedman, Sr. Director of Human Resources

Phone: (646) 630-8000

Business Type: Treat 2 Test COVID-19 pandemic-related testing

Number Affected: 295

Total Employees: 465

Layoff Date: 3/10/2023

Closing Date: 3/10/2023

Reason for Dislocation: Medrite Staffing Boutique Treat 2 Test program was terminated by the City of New York.

FEIN NUM: 45-3637439

Union: The employees are not represented by a union.

Classification: Plant Unit Closing

EXHIBIT H

Time Card



Velez, Gilbert - 0612003228

DASHBOARD

EMPLOYEES

SCHEDULE

TIME & LABOR

REPORTS

Dates: < 12/10/2023 - 12/23/2023 > From: 12/10/2023 To: 12/23/2023



	Sun, Dec 10	Mon, Dec 11	Tue, Dec 12	Wed, Dec 13	Thu, Dec 14	Fri, Dec 15	Sat, Dec 16
In	11:03 PM	8:13 PM		3:00 PM *	2:49 PM	8:00 PM *	8:00 PM *
Out	7:09 AM ⇒	8:17 AM ⇒		11:00 PM *	11:00 PM *	8:00 AM * ...	8:00 AM * ...
							Total Time
Work Time	8.10	12.07		8.00	8.18	12.00	12.00
Break Time							
Meal Time							
Total Time	8.10	12.07		8.00	8.18	12.00	12.00
Scheduled Ti...	8.00	12.00		8.00	8.00	12.00	12.00
Punch Errors		IL	SchedNoP...		IE	OH	OH
							Accumulated Hours
Total Hours	8.10	12.07		8.00	8.18	12.00	12.00
Regular	7.60	11.57		7.50	7.68	5.65	
Overtime						5.85	11.50
Break	0.50	0.50		0.50	0.50	0.50	0.50
							Department
HERRC	16.05	22.85		16.00	16.18	23.00	23.00

SERVICE DESK



360° PLUS

Time Card



Velez, Gilbert - 0612003228



- DASHBOARD
- EMPLOYEES
- SCHEDULE
- TIME & LABOR
- REPORTS

Dates: < 12/10/2023 - 12/23/2023 > From: 12/10/2023 To: 12/23/2023



	Sun, Dec 17	Mon, Dec 18	Tue, Dec 19	Wed, Dec 20	Thu, Dec 21	Fri, Dec 22	Sat, Dec 23
In			2:44 PM		8:00 PM *	8:00 PM *	8:00 PM *
Out			11:03 PM		8:00 AM * ...	8:00 AM * ...	8:00 AM * ...
Work Time			8.32		12.00	12.00	12.00
Break Time							
Meal Time							
Total Time			8.32		12.00	12.00	12.00
Scheduled Ti...			8.00		12.00	12.00	12.00
Punch Errors	SchedNoP...	SchedNoP...	IE	SchedNoP...			OH
Total Hours			8.32		12.00	12.00	12.00
Regular			7.82		11.50	11.50	9.18
Overtime							2.32
Break			0.50		0.50	0.50	0.50

SERVICE DESK



360° PLUS