



SURGERY Partners
Employee Handbook



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Dear Employee:

Welcome to Surgery Partners. You are an important part of this organization, as your work directly affects the welfare of our patients and influences our company's reputation.

Surgery Partners' philosophy insists on the highest ethical and professional standards and practices in serving our communities. Medical facilities are intrinsically a people business and, as healthcare professionals, we are committed to providing uncompromised care to individuals. Surgery Partners demands that the patients, physicians, and staff be treated with dignity, equality and respect in the highest sense of ethical principles and tradition.

Surgery Partners is dedicated to this ideal because it is right—and it works. We look forward to working with you.

Michael Doyle
Chief Executive Officer
Surgery Partners

INTRODUCTORY STATEMENT

Surgery Partners is pleased to provide you with this employee handbook. This handbook is intended to provide you with general guidance about the benefits we currently offer to eligible employees, and information about our current rules and operating procedures. This handbook is applicable to all Surgery Partners' employees except the California and Optical Services employees. We hope it will serve as a useful resource for you during your employment with us.

No employee handbook can answer every question or anticipate every situation. For that reason, Surgery Partners may reinterpret, change, supplement, or rescind any part of this handbook or any of its other policies from time to time, as it deems appropriate with or without prior notice. This handbook supersedes any earlier policy statements that you may have seen or heard concerning the matters described in this handbook. Nothing in this handbook, or in any of Surgery Partners policies, practices, or representations to or about its employees, is an express or implied contract.

It is important for you to understand that you are employed "at will," which means that either you or Surgery Partners may end your employment at any time for any reason, with or without notice and with or without cause. No one except the Chief Executive Officer of Surgery Partners can change this employment at will relationship or make any binding promises regarding the terms or conditions of employment for any employee, and any such change or promise must be in writing and signed by the Chief Executive Officer.

We encourage all employees to talk openly with their supervisors about any ideas they may have to improve Surgery Partners operations, any problems that may prevent the operations from running in an efficient and professional manner, or any questions they may have about their work.

CONFIDENTIALITY

As stated in the Surgery Partner's Compliance Plan, many of Surgery Partners' records and documents are of a highly confidential nature. No confidential records or documents, including documents in electronic format, should be copied, transmitted, sent, or disclosed to anyone not employed by Surgery Partners without the written permission of a supervisor or facility administrator or as otherwise permitted by a Surgery Partners policy. Confidential information includes personnel data, patient lists and clinical information, pricing and cost data, information pertaining to acquisitions, affiliations and mergers, financial data, strategic plans, marketing strategies, techniques, employee lists and data, supplier and vendor information and proprietary computer software.

Employees must treat patient medical records and documents with the highest level of confidentiality. Records and access to computer data must be kept secured. This obligation, along with all other confidentiality obligations, continues after an employee leaves their employment with Surgery Partners or any Surgery Partners owned or managed facility.

Failure to adhere to the company's confidentiality directives may result in disciplinary action, up to and including termination of employment.

OUR MISSION

Our mission is to improve the quality of life of our patients, physicians and employees through efficient and compassionate healthcare.

OUR VISION

Our vision is to create a network of state of the art ambulatory surgical centers that provide outpatient surgical procedures in a variety of practice specialties, leading to superior patient care and sustained financial well being for our surgeon partners. We will continue to develop supporting healthcare services to enhance our partners' practices.

Through our network of physician partners, physician practices, ambulatory surgery centers and supporting ancillary businesses we will provide an efficient and cost effective healthcare delivery system for surgeons and patients. Providing the highest quality of care to our patients is the foundation of our business. Our physician customers will rely on our expertise to provide them with the best possible environment to perfect, not practice, medicine.

Finally, Surgery Partners recognizes that ethical behavior and impeccable integrity are not only the foundation of being a good corporate citizen, but is simply sound business and we commit to fostering these values in ourselves, our employees, and our business partners.

INNOVATIVE SOLUTIONS FOR THE HEALTHCARE INDUSTRY

Surgery Partners offers a wide breadth of innovative solutions for the healthcare industry. Each of our solutions has been developed to help our customers improve patient quality of care, optimize operational efficiency, and grow their business.

- **Ambulatory Surgery Centers**
Surgery Partners' core business is the management, development and acquisition of ambulatory surgery centers (ASCs) to provide the best possible experience and outcome for physicians and patients. [Learn more >>](#)
- **Pain Relief Centers**
Pain Relief Centers is a nationwide network of multi-disciplined, caring professionals at the forefront of pain medicine, providing comprehensive treatment for the management of acute and chronic pain syndromes. [Learn more >>](#)
- **Logan Labs**
Logan Laboratories is a premier full-service toxicology laboratory for the testing of drugs and drug abuse. [Learn more >>](#)
- **The Alliance**
The Alliance is the ophthalmic industry's leading buying group for optical products and medical supplies. With over 2500 members, The Alliance offers the group purchasing power necessary to maximize profitability. [Learn more >>](#)
- **Patient Education Concepts**
Patient Education Concepts, Inc. (PEC) is the ophthalmic industry's premier provider of patient education, marketing, and risk management products, including brochures, online marketing tools, videos and more. [Learn more >>](#)
- **Optical Synergies**
Optical Synergies is a buying group for independent optical laboratories whose common goal is to bring quality eyewear and related services to the ophthalmic professions. With the combined purchasing power of the group, members receive cost savings from Optical Synergies suppliers increasing their competitiveness in the marketplace. [Learn more >>](#)
- **Midwest Labs**
Midwest Labs' full-service optical laboratories have proudly served the eye care professional for over 40 years. [Learn more >>](#)
- **Practice Management**
We provide operations oversight for a few of our businesses through ongoing management, finance, product and marketing support. We share in their primary goal of ensuring the highest level of patient care while maintaining costs and growing practice revenue and income.

EMPLOYEE ACKNOWLEDGEMENT FORM

I acknowledge receiving a copy of the September 2012 edition of Surgery Partners employee handbook on the date that I have written below. I agree to read the handbook, study its contents, and follow its policies and procedures. This handbook is applicable to all Surgery Partners' employees except the California and Optical Services employees.

I understand and acknowledge that **I am employed at will**, meaning that I may resign from employment for any reason at any time, with or without cause or notice, and that Surgery Partners may terminate my employment for any reason at any time, with or without cause or notice. I understand that this description of my employment relationship with Surgery Partners (employment at will) supersedes any earlier oral or written representations or statements that may have been made to me. I also understand that the fact that I am employed at will cannot be changed by any representative of Surgery Partners except its Chief Executive Officer, who may do so only in a written agreement signed by the Chief Executive Officer.

I understand that the employee handbook replaces and supersedes any previous employee handbooks and other similar documents that I may have received from Surgery Partners. I also understand that it is distributed as a guide and summary of Surgery Partners current policies, procedures, and guidelines, any of which may be changed or revoked by Surgery Partners at any time with or without notice to employees.

I understand that neither the employee handbook nor any of Surgery Partners policies or procedures is an express or implied contract.

Employee's Signature

Employee's Name (printed)

Date

Customer Relations

Effective Date: 9/1/12

Revision Date:

Patients and customers are among our organization's most valuable assets. Each of you represents Surgery Partners to our patients and customers. The way we do our jobs presents an image of our entire organization. Patients and customers judge us by how they are treated each time they have contact with us. Therefore, one of our top business priorities is to assist any current or potential patient and customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to them.

Remember that your contacts with the public in person, over the telephone, and through all your communications reflect not only on you but also on Surgery Partners as a whole. Positive customer relations will not only enhance the public's image of Surgery Partners, but also pay off in greater patient and customer loyalty.

Employee Relations

Effective Date: 9/1/12

Revision Date:

We believe that the work conditions, wages, and benefits we offer to Surgery Partners employees are competitive with those offered by other employers in this area and in this industry. If you have concerns about work conditions or compensation, you are strongly encouraged to voice these concerns openly and directly to your supervisor or Human Resources.

Our experience has shown that when employees deal openly and directly with management, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that Surgery Partners amply demonstrates its commitment to employees by responding effectively to employee concerns.

Anti-Discrimination/Harassment Policy and Internal Complaint Procedure

Effective Date: 9/1/12
Revision Date:

Surgery Partners is committed to maintaining a workplace free from prohibited employment conduct, including discrimination or harassment on the basis of any characteristic protected by law; retaliation for engaging in protected activity; and failure to provide reasonable accommodation for disability or religion. Surgery Partners provides an Internal Complaint Procedure (explained below) through which employees (including former employees) should bring reports if they feel that Surgery Partners has not fulfilled this commitment. Surgery Partners will not tolerate retaliation against any employee who makes a good faith report under this policy.

Employment Discrimination

Surgery Partners is committed to maintaining a workplace free of discrimination on the basis of any protected characteristic, including race, color, national origin, sex, age, religion, disability, or any other characteristic protected by law (hereinafter called "Protected Characteristics"), and will take appropriate measures to prevent and/or stop it. Employment discrimination occurs when an employee is materially adversely affected with respect to any term or condition of employment (including hiring, compensation, advancement, discipline, or termination) because of a Protected Characteristic. Any employee who is aware of any conduct that may violate this policy should promptly report the conduct using the Internal Complaint Procedure.

Sexual and Discriminatory Harassment

Surgery Partners will not tolerate harassment based on any Protected Characteristic, and will take appropriate measures to prevent and/or stop any such harassment. Any individual who is aware of any conduct that may violate this policy should promptly report the conduct using the Internal Complaint Procedure.

Harassment is broadly defined as any conduct, whether verbal or physical, that denigrates, insults, or offends a person or group on the basis of a Protected Characteristic where: (1) submission to such conduct is made an explicit or implicit term or condition of employment; (2) submission to or rejection of such conduct is used as a basis for any employment decision; or (3) such conduct has the purpose or effect of interfering with an employee's work performance or creating an intimidating, offensive or hostile working environment.

1. Sexual Harassment. Sexual harassment in violation of this policy includes, but is not limited to:
 - Sexually suggestive or vulgar comments or jokes; inappropriate comments about another person's sexual behavior or body; or insulting or ridiculing an employee because of his or her gender.

- Improper or intrusive questions or comments about an employee's romantic or sexual experiences or preferences; or unwelcome or offensive sexual flirtations, propositions, advances, or requests.
 - Using, displaying or communicating sexually suggestive or offensive words, objects, pictures, calendars, cartoons, articles, letters, e-mail messages, computer programs or Internet sites.
 - Making or threatening undesired physical contact (such as touching, embracing, or pinching) or impeding another's movements in a deliberate manner.
 - Offering or providing employment benefits in return for sexual favors or an employee's agreement to provide sexual favors; or taking or threatening to take adverse action against an employee because the employee rejects requests for sexual favors.
2. Discriminatory Harassment. Discriminatory harassment in violation of this policy includes, but is not limited to:
- Comments or jokes that denigrate, insult, offend, or ridicule based on a Protected Characteristic.
 - Creating a hostile work environment or otherwise singling out an individual for abusive conduct based on that individual's Protected Characteristic.
 - Using, displaying or communicating words, objects, pictures, calendars, cartoons, articles, letters, e-mail messages, computer programs or Internet sites that denigrate, insult, offend or ridicule based on a Protected Characteristic.

Retaliation

Surgery Partners will not tolerate retaliation against any employee who seeks to enforce his or her right to work in an environment free of unlawful discrimination or harassment or who makes a good faith report under the Internal Complaint Procedure. Any employee who is aware of any conduct that may violate this policy should promptly report the conduct using the Internal Complaint Procedure.

Retaliation includes the following prohibited acts:

- Taking or threatening to take adverse action against an employee because he or she has made a good faith report or complaint about discrimination, sexual harassment, discriminatory harassment or retaliation; because he or she has participated or assisted in an investigation of an alleged violation of this policy; or because he or she has otherwise sought to enforce his or her rights under any employment law.
- Threatening to take adverse action against an employee unless he or she agrees

not to make a report about discrimination, sexual harassment, discriminatory harassment, or retaliation, participate in an investigation of an alleged violation of this policy, or conceal the truth in such an investigation.

Reasonable Accommodation

Surgery Partners is committed to providing reasonable accommodation to enable qualified employees with disabilities to perform the essential functions of their jobs. Depending on the circumstances, reasonable accommodation may include modifying the work environment, making facilities accessible, restructuring a job, adjusting work schedules, granting leave, or other measures.

Surgery Partners is also committed to providing reasonable accommodation of an employee's sincere religious observances and beliefs that conflict with normal job requirements.

Any employee who believes he or she needs accommodation based on disability or religion is responsible for bringing the matter to the attention of your Location Manager, Corporate Manager or the Human Resources Department. In the case of disability, the employee may be required to provide medical documentation establishing the existence of a disability, any job-related restrictions, and the estimated length of time for which accommodation is needed. Surgery Partners will keep all medical information confidential to the greatest extent practicable.

Any employee who believes he or she has been denied reasonable accommodation should promptly notify management pursuant to the Internal Complaint Procedure.

Internal Complaint Procedure

Any employee who believes that a violation of this policy has occurred, whether by a supervisor, manager, co-worker, subordinate or other person, should immediately inform their Location Manager, Corporate Manager or the Human Resources Department.

All reports will be referred to the Human Resources Department for investigation, review or other appropriate action. The Human Resources Department or its designee will conduct a prompt, thorough investigation or review of the report to determine what has happened. All facts concerning any report (including the identities of the complaining party, the person alleged to have violated this policy, and other witnesses) will be kept confidential from anyone who does not have a legitimate reason to know about them, subject to management's need to investigate and take appropriate remedial measures.

If Surgery Partners concludes that this policy has been violated, it will take prompt corrective action reasonably designed to end the violation and to prevent any further violations from occurring. Such corrective action may include disciplinary action against anyone found to have violated this policy, up to and including immediate termination of employment.

After Surgery Partners has completed its investigation or review and determined whether this policy has been violated, it will advise the complaining party of the results of the investigation or

review and the corrective action, if any, that is being taken as a result.

If you have any questions about this policy, please contact the Human Resources Department.

Business Ethics and Conduct

Effective Date: 9/1/12

Revision Date:

The successful business operation and reputation of Surgery Partners is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

Our continued success is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to Surgery Partners, our customers, and coworkers to act in ways that will merit the continued trust and confidence of the public.

As an organization, Surgery Partners will comply with all applicable laws and regulations and we expect our directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. As an employee of Surgery Partners, you will receive a copy of our Compliance Plan containing our Standards of Conduct. We expect all of our employees to become familiar with our Compliance Plan, conform their conduct to it, and to report to us any violations of the plan.

In general, you should find that using good judgment, based on high ethical principles, will guide you to act appropriately. If you are unsure about the proper course of action, you should discuss the matter openly with your supervisor. If necessary, you may also contact the Human Resources Department for advice and consultation.

It is the responsibility of every Surgery Partners employee to comply with our policy of business ethics and conduct. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Anti-Nepotism

Effective Date: 9/1/12

Revision Date:

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is defined as any person who is related to you by blood or marriage, or whose relationship with you is similar to that of a relative.

You may not occupy a position that works directly for or supervises a relative. Surgery Partners also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a personal, non-work relationship.

If there is a situation where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

Conflicts of Interest and Business Ethics

Effective Date: 9/1/12
Revision Date:

Employment by Surgery Partners carries with it a responsibility to be constantly aware of the importance of ethical conduct. Employees must refrain from taking part in, or exerting influence in, any transaction in which their own interests may conflict with the best interests of Surgery Partners.

Conflict of interest is both a moral and a legal question. Surgery Partners recognizes and respects the individual employee's right to engage in activities outside of his or her employment, which are private in nature and do not in any way conflict with or reflect on Surgery Partners. The management of Surgery Partners reserves the right, however, to determine when an employee's activities represent a conflict with Surgery Partners interests and to take whatever action is necessary to resolve the situation.

The following list, which is not all inclusive, suggests some of the types of activities that would reflect in a negative way on the employee's personal integrity or that would limit the ability of the employee to discharge his/her job duties and responsibilities in an ethical manner (additional examples and guidelines are described in Surgery Partners Compliance Plan):

1. Carrying on Surgery Partners business with a firm in which the employee, or a relative of the employee, has a substantial ownership or interest.
2. Accepting substantial gifts or excessive entertainment from an outside organization.
3. Participating in civic or professional organization activities in a manner whereby confidential Surgery Partners and/or consumer information is divulged.
4. Simultaneous employment with another organization (same work hours).
5. Misusing privileged information or revealing confidential data to outsiders.
6. Borrowing money from firms, other than recognized loan institutions, from which Surgery Partners purchases services, materials, equipment or supplies.
7. Using one's position in the organization or knowledge of its affairs for outside personal gain.
8. Speculating or dealing in materials, equipment, supplies, services or property purchased by Surgery Partners.
9. Engaging in practices or procedures that violate laws regulating the conduct of business.

Suggestions

Effective Date: 9/1/12

Revision Date:

We are interested in your constructive ideas and suggestions for improving our operations. We believe that suggestions indicate initiative. Employees may provide suggestions to their VP or the Human Resources Department. If a suggestion provides a positive impact to Surgery Partners, such as an identified cost savings or measurable impact to performance, the employee may be eligible for a monetary bonus.

Employment Categories

Effective Date: 9/1/12
Revision Date:

Understanding the definitions of the employment classifications at Surgery Partners is important because your classification is one of the factors that determine your employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Since employment with Surgery Partners is at will, either you or Surgery Partners have the right to terminate the employment relationship at will at any time, with or without cause or advance notice.

Depending on your position, you are designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. Your EXEMPT or NONEXEMPT classification may be changed only with written approval by Surgery Partners management.

In addition to the Exempt and Nonexempt categories, you also belong to one of the following employment categories:

FULL-TIME employees are employees who are not in a temporary status AND who are regularly scheduled to work 30+ hours per week, the full-time schedule at Surgery Partners. Generally, regular full-time employees are eligible for all Surgery Partners benefit programs, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are employees who are not in a temporary or per diem status AND who are regularly scheduled to work less than 30 hours per week. Part-time employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance) and are eligible for limited benefits within the Surgery Partners benefit programs.

PER DIEM employees are employees who have established an employment relationship with Surgery Partners but who are assigned to work on an intermittent and/or unpredictable basis. Per diem employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance) and are eligible for limited benefits within the Surgery Partners benefit programs.

TEMPORARY employees are employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond the initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until they are notified of a change. While temporary employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all other Surgery Partners benefit programs.

Introductory Period

Effective Date: 9/1/12

Revision Date:

This is a specific 90-day period of time that begins on the first day of employment or the first day in a new job function. During this period you will be able to determine if your new job is suitable for you, and your manager will have an opportunity to evaluate your work performance and attendance. You will receive guidance, assistance, and training in order to learn how to perform effectively. At the conclusion of your introductory period, a written evaluation form may be reviewed and signed by you and your manager. Your manager will also discuss whether you meet the required performance expectations for continued employment. The successful completion of the introductory period does not change your status as an "at-will" employee.

Extension of the Introductory Period Review Process

If a new staff member is not meeting the required performance expectations of the position within the first three months of hire, the supervisor should review the situation with their HR Generalist. If additional time is needed to make a determination, the Introductory Period may be extended by a maximum of six (6) months, after consultation with Human Resources. Only one extension may be requested and must be made prior to the end of the initial Introductory Period. The employee will receive documentation outlining the extended time period and areas that need improvement.

Paid Time Off Accrual

During the Introductory Period, staff members do not accrue paid time off (PTO). A staff member whose employment is terminated during this period will not receive payment for paid time off days. However, upon completion of the Introductory Period, PTO will be credited retroactively to the initial date of employment.

In cases where the Introductory Period is longer than six (6) months, the staff member will be credited retroactively PTO to the initial date of hire after six (6) months of employment. If the staff member has more than six (6) months of employment and is terminated during this time, the staff member will receive payment for the credited PTO.

Termination

At any time during the Introductory Period, an employee may be terminated from employment with Surgery Partners. The employee should be notified in writing of the effective date of termination.

Access to Personnel Files

Effective Date: 9/1/12

Revision Date:

As an active employee, if you wish to see your personnel file, contact the Human Resources Department. With reasonable advance notice, you may review your own personnel file following applicable state laws.

Employment Reference Checks

Effective Date: 9/1/12

Revision Date:

To help select the best person for the job, Surgery Partners may check the employment references of job candidates.

The Human Resources Department will have sole responsibility to respond to all reference check inquiries. As a general rule, Surgery Partners will respond to any reference check inquiry by confirming employment dates, salary information with a written release, and the positions held.

Personnel Data Changes

Effective Date: 9/1/12

Revision Date:

To help us keep records and benefit program information accurate, please notify your manager or Human Resources of any changes to your personal information. The information we need includes your mailing address, telephone numbers, your marital status, changes to your dependents' information, who to contact in case of an emergency, educational accomplishments, and other possibly relevant information. To make changes or if you have questions about what information is required, contact the Human Resources Department.

Employment Applications

Effective Date: 9/1/12

Revision Date:

Surgery Partners relies on the accuracy of the information provided on the employment application, as well as the accuracy of other data presented during the hiring process and employment. If there are any misrepresentations, falsifications, or material omissions in any of this information, we may exclude that applicant from further consideration. If the person was already hired, it could result in termination of employment.

Employment Eligibility Verification

Effective Date: 9/1/12

Revision Date:

The Immigration and Naturalization Act of 1986 requires employers to ensure that all employees, upon being hired, complete an I-9 Form. This form requires the employer to review certain documents, which must be presented to the Human Resources Department within three (3) business days after employment, or such other periods as the law provides. Failure to complete the form or to provide the necessary documentation will result in termination of employment.

Licensure, Registration, Certification

Effective Date: 9/1/12

Revision Date:

Certain job classifications require a license, registration or certification. A copy of the employee's license, registration or certification is a required part of his or her personnel file. It is the employee's responsibility to maintain a current license, registration or certification, if required by the job. The employee should monitor the expiration date and renew the license, registration or certification in a timely manner. If the employee allows the license, etc., to expire, the employee will be removed from the schedule and subject to corrective action. If restrictions or limitations are imposed on the employee's license, registration or certification, the employee may be subject to corrective action, up to and including termination of employment.

Upon renewal, the employee should submit the renewed document to his or her manager and Human Resources.

Performance Evaluation

Effective Date: 9/1/12

Revision Date:

The best communications about job performance happen on an informal, day-to-day basis. You and your supervisor are strongly encouraged to talk about performance regularly. In addition, Surgery Partners may schedule formal performance evaluations. These discussions give you both the opportunity to discuss job responsibilities and goals, encourage and recognize strengths, identify and correct any weaknesses, develop plans for dealing with any obstacles, and plan for the future.

Below are some of the reasons you may receive a written performance evaluation:

Introductory Period:	90-day written evaluation
Annual Performance Review:	Twelve month written evaluation
Promotion Performance Review:	90-day written evaluation
Periodic Performance Review:	As needed with the attempt to improve performance

You and your manager will sign the evaluation to confirm discussion of the performance evaluation. Your signature does not mean you agree or disagree with the rating or content, only that it was reviewed with you.

Job Vacancies and Promotions

Effective Date: 9/1/12
Revision Date:

We value promoting from within when there is a qualified internal candidate for an open position. We also recognize that you may wish to seek a transfer/promotion to another position. Most job postings are located under the Career section on the company website. If you have been in your present position less than six (6) months or have had disciplinary documentation within 90 days of applying for a vacancy, you are ineligible to apply. Exceptions to this policy require VP and Human Resources approval.

To apply for a posted position please follow these procedures:

- Step 1 Contact your manager and discuss your interest in the position. Complete an internal application on the company career site.

- Step 2 The hiring manager and HR Generalist will review your qualifications and performance evaluations and other job related records to determine if an interview is appropriate. If so, an interview will be scheduled.

- Step 3 The hiring manager selects the most qualified candidate, and the manager or HR Generalist will advise the internal candidate of the decision.

Hours of Work

Effective Date: 9/1/12

Revision Date:

In order to utilize employees effectively, the department manager establishes a defined work schedule for each employee.

You have been advised of your payroll classification and the scheduled hours you are expected to work upon acceptance of employment. Depending on business needs, however, you may be scheduled for either more or less hours of work, different shifts, or different days of the week depending on the needs of the organization as follows:

- » In the event of an overall reduction in the present workload, you may be asked to work less than your normally scheduled hours, told to go home before the end of your normal shift, work in a different department, or be told as early as possible that you may not be scheduled on a previously scheduled day.
- » If there is a need to reduce an entire shift, days off without pay will be given to requesting employees on the basis of volunteers first. Additional reductions will depend upon departmental and/or facility staffing needs.
- » During heavy workload periods or emergency situations, you may be asked to work extra shifts or to stay past normal ending time, or to work a shift or day or department other than what you normally work.

Under no circumstances may an employee engage another employee to work all or part of his or her shift without the consent of the manager. The manager must approve all changes in the schedule.

Breaks and Meal Periods

Effective Date: 9/1/12

Revision Date:

Surgery Partners follows any state and/or federal regulations on whether break or meal periods are provided during the workday.

Supervisors will schedule meal or break periods to accommodate operating requirements. During meal and/or break periods, you will be relieved of all work responsibilities.

Should an employee leave the job site for lunch, he/she must return to his/her workstation ready to work at the designated end of the scheduled lunchtime. When leaving the job site, unless on official business, the employee must punch out or sign out on his/her time sheet. The lunch break begins when an employee leaves his/her workstation and concludes when the employee returns to his/her workstation.

Lactation Breaks

Effective Date: 9/1/12

Revision Date:

The Company complies with federal and, where applicable, state law requirements regarding providing employees reasonable break time for an employee to express breast milk for (or in some states, to breast feed) her nursing child. In general, nursing mothers will be provided with a place shielded from view and free from intrusion from coworkers and the public, which may be used to express breast milk, and will be provided breaks when necessary (which may be concurrent with lunch and other breaks). Where an employee has a private office, it may be used for that purpose.

If the Employee uses regular break periods for this purpose, these breaks will be treated the same as for other similarly situated employees insofar as pay is concerned. If additional time is necessary, employees can arrange with their supervisor to take additional breaks. The additional time will normally be unpaid. Employees should communicate with their supervisor regarding the breaks that will be necessary and how they can best be accommodated. If an employee feels that she is not receiving adequate time for breaks or that a suitable space has not been provided, she should contact the Human Resources Department.

Recording Your Time

Effective Date: 9/1/12

Revision Date:

The time records are used by the payroll department to calculate your paycheck. If you need to correct your time record for any reason, your manager must be contacted and must approve any changes. Employees may never record time in or out for another employee. Falsification of your time record or another employee's time record is grounds for immediate termination.

It is critical that non-exempt employees create an accurate time record using the company's electronic time system or the local time system in use at your facility. Employees are not permitted to work "off-the-clock". Non-exempt employees are not to work at home or off premises unless they are specifically authorized to do so, and, if so authorized, employees should accurately record hours worked to submit to manager.

If you have questions or believe you are not required or permitted to properly record your time, please contact the Payroll Administrator or the Human Resources Department.

Overtime

Effective Date: 9/1/12

Revision Date:

The company may schedule overtime work at various times, and employees may be required to work overtime as business necessitates. No employee may hold two or more positions in which the combined, normally scheduled hours of work exceed 40 hours in a workweek, or 80 hours in a two-week period.

All nonexempt employees will be paid overtime compensation in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. For this reason, paid time off (PTO) and other paid or unpaid leaves of absence is not considered hours worked for the purpose of calculating overtime pay.

All overtime hours must be authorized by your manager in advance. Failure to obtain authorization from your manager for overtime hours may result in disciplinary action.

Pay Practices and Procedures

Effective Date: 9/1/12

Revision Date:

You will receive your paycheck on a bi-weekly basis. If you feel an error has been made in your paycheck, you must contact your location manager who will be responsible for resolving your question. Your manager will explain how the error, if any, will be corrected.

What to Do If an Improper Deduction or Overpayment or Underpayment Occurs

All employees should routinely examine every paycheck or advice received in a timely manner to ensure that no improper deductions or improper overpayments or underpayments have been made. If an employee feels that an improper deduction or overpayment or underpayment has been made, he/she should immediately contact his/her supervisor or the payroll administrator.

If it is determined that there was an improper deduction from a paycheck or an underpayment, the company will reimburse for the improper amount deducted or correct the underpayment, and take good faith measures to prevent improper deductions from being made in the future. In cases of improper overpayments, employees are expected to promptly repay the company in the amount of the overpayment. These arrangements can be made through the employee's supervisor and/or the payroll administrator.

Resignations and Termination Pay

Effective Date: 9/1/12

Revision Date:

An employee who is considering resignation should discuss the situation with their manager before making a final decision. This discussion may reveal some factors which might have been overlooked and could change the decision to resign.

If you resign, you are required to give the location manager at least two (2) weeks' prior written notice. Management and salaried staff are preferred to provide four (4) weeks prior notice.

Prior to the last day of work, the employee will be asked to:

- » Participate in a voluntary exit interview survey via phone or mailed survey
- » Return keys and other company property
- » Return name badge

Employees who terminate their employment will receive their final paycheck on the next regular payday which will include payment for all hours worked in the pay period. If the termination is voluntary, unused earned Paid Time Off will be paid out as well, as long as a two week notice has been provided. These policies may be modified if required by applicable state law.

Employee Benefits

Effective Date: 9/1/12

Revision Date:

Surgery Partners provides a wide range of benefit programs to eligible employees. This handbook provides a very brief overview of some of our existing benefit programs. Many of the benefit plans (such as our insurance and 401(k) plans) are described in summary plan descriptions (SPDs), which summarize the detailed provisions of those relevant plans. Summaries of the plans will be provided and are available to you 24 X 7 on the Employee Intranet. You may also request from the Human Resources Department a written copy of any plan document. Please note that the full text of the official plan document will govern in the event of any conflicts or ambiguities with any summaries of the plans, including the brief overviews provided in this handbook.

To the extent permitted under applicable law and the terms of the plans themselves, Surgery Partners may alter, modify, or eliminate any of its benefit plans and programs at any time, and has complete discretion to administer (and interpret any term or provision of) any such plan or program.

The following benefit programs are available to eligible employees, subject to the terms and conditions of each program:

- * 401(k) Savings Plan
- * Bereavement Leave
- * Dental Insurance
- * Family Medical Leave, where applicable
- * Flexible Spending Accounts
- * Holidays
- * Jury Duty Leave
- * Life Insurance
- * Long-Term Disability
- * Medical Insurance
- * Paid Time Off (PTO)
- * Short-Term Disability
- * Personal Leave
- * Supplemental Life Insurance
- * Tuition Reimbursement
- * Vision Insurance

While some of the benefit programs we offer may require you to contribute to the cost, many programs are fully paid by Surgery Partners.

Paid Time Off (PTO)

Effective Date: 9/1/12
Revision Date:

Surgery Partners offers Paid Time Off (PTO) to eligible employees for rest, relaxation, and personal pursuits. Employees in the following employment classifications are eligible to earn and use PTO.

- * Regular full-time employees
- * Regular part-time employees who are scheduled to work 20+ hours per week

PTO hours are accrued based on hours worked for non-exempt staff. Employees who work 40 hours per week receive the maximum accrual amount. Non-exempt employees will accrue pro-rata PTO based on the hours they work each week. For salaried exempt staff, PTO hours are accrued based on a 40 hour workweek.

<u>Years of Service</u>	<u>Annual Paid Time Off Hours</u>
0* – 1 year	up to 80 hours
1 – 3 years	up to 120 hours
3 – 5 years	up to 136 hours
5 – 10 years	up to 160 hours
10+ years	up to 200 hours
Officer	up to 160 hours

New employees, past their Introductory Period, earn PTO per pay period as described above through the end of the calendar year in which they start employment. All accrual calculations will then restart on January 1st of the next calendar year and are earned on a per pay period basis.

All PTO is based on no more than a 40-hour workweek. Overtime hours do not count towards PTO accrual. PTO and holiday hours will only count towards PTO accrual if the employee has not worked 40 hours for the week, but not over 40. For example, if any employee worked 36 regular hours and took 8 PTO hours in one week, 4 PTO hours will count towards the accrual.

*Introductory Period

During the Introductory Period employees do not accrue Paid Time Off. An employee whose employment is terminated during this period will not receive payment for Paid Time Off days. However, upon completion of the Introductory Period, PTO will be credited retroactively to the initial date of employment. Upon completion of the Introductory Period, an employee may request Paid Time Off.

In cases where the Introductory Period is longer than six (6) months, the employee will be credited PTO retroactively to the initial date of hire after six (6) months of employment. If the employee has more than six (6) months of employment and is terminated during the Introductory Period, the staff member will receive payment for accrued and unused Paid Time Off.

General

PTO pay will be calculated based on the employee's regular base rate of pay at the time he or she is absent, and will not include any other form of compensation, such as overtime pay, incentives, commissions, or bonuses.

Employees can carry over up to 60 hours into the following year. PTO in excess of the allowed carry over must be used before the end of the calendar year or it will be lost (use or lose), where permitted by applicable governing law. PTO hours that are lost at year-end will not be paid in a subsequent year or upon later termination of employment.

An employee that has an anniversary date that changes the accrual rate, such as 5 years of service, will accrue at the old rate through the pay period inclusive of the anniversary date. They will begin accruing at the new rate on the pay period following their anniversary.

To use accrued PTO, to the extent practicable, a Time-off Request Form should be submitted to your manager at least 30 days prior to the requested time off. In all events, a request to use accrued PTO must be approved in advance by your manager. Employees within their Introductory Period are not eligible to request PTO.

Paid time off can be used for purposes specified by state law, for example, for leave necessary due to illness of family members or for reasons associated with domestic violence. Additional information regarding state-specific leave is available in your worksite or from the Human Resources Department.

Leave may be used in appropriate circumstances for illness. Granting of paid time off for sick time shall remain solely as a right of Surgery Partners. The company reserves the right, at any time, to require proof of illness by a physician, including one of the company's choosing.

If an employee voluntarily resigns employment, he/she must provide a two weeks notice to receive payment for their current accrued and unused PTO balance, where permitted by applicable governing law.

Unscheduled and excessive absences, regardless of the reason, affect our business negatively and can lead to disciplinary action, up to and including termination of employment.

An employee is required to provide a doctor's release to return to work following five consecutive days of absence due to illness.

If you are rehired within one year (twelve months) of your departure date, you will retain your original hire date for the purposes of determining your rate of accrual.

If you are rehired after twelve months of leaving Surgery Partners employment, your date of employment will be your rehire date.

Holidays

Effective Date: 9/1/12

Revision Date:

Surgery Partners observes the following holidays:

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

We provide holiday time off with pay to eligible employees immediately upon assignment to an eligible employment classification. If you are eligible for paid holidays, your holiday pay will be calculated on your straight-time pay rate as of that holiday multiplied by the number of hours you would normally have worked on that day. Employees in the following employment classifications are eligible for paid holiday time off:

- * Regular full-time employees
- * Regular part-time employees who are scheduled to work 20+ hours per week

For the purpose of this policy, the Day of Observance will be considered the official holiday. The company reserves the right to require an employee to work on a holiday, if necessary, to meet the scheduling requirements and to ensure patient care is efficient and provides uninterrupted care.

Holidays occurring on Saturday will be observed the preceding Friday, while those occurring on Sunday will be observed the following Monday.

An employee must work the scheduled day before and the scheduled day after a holiday to be paid holiday time, unless the employee has previously scheduled/approved paid time off (PTO).

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied for PTO time and within the waiting period for short-term disability.

If eligible nonexempt employees work on a recognized holiday, the employees will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Full-time employees, 30+ hours/week, will be paid for the holiday even if it falls on a day they normally do not work. Full-time employees will normally receive holiday pay based on the number of hours they typically work each day.

Part-time employees who work 20 or more hours per week should receive holiday pay based on the number of hours they typically work each day, even if the holiday falls on a day that the employee does not usually work. Part-time employees who work less than 20 hours per week receive no paid holiday benefits.

Time Off to Vote

Effective Date: 9/1/12

Revision Date:

Surgery Partners encourages you to fulfill your civic responsibilities by voting in elections. Although voting laws vary by state, generally, they require employees to vote before or after work hours and some states require employees to provide advance notice of the need to take time off to vote. If an employee cannot vote during nonworking hours, time off will be granted with or without pay based upon the relevant state voting law.

Bereavement Leave

Effective Date: 9/1/12
Revision Date: 02/01/06

Surgery Partners provides bereavement leave on a with-pay basis following the death of an immediate family member as listed below.

We grant paid bereavement leave to eligible employees in the following employment classifications:

- * Regular full-time employees
- * Regular part-time employees who are scheduled to work 20+ hours per week

Bereavement leave should be taken within a reasonable time frame and is as follows:

Length of Paid Leave Granted

Up to 3 days

Death of Family Member

Parent, spouse, sibling, child, stepchild,
grandchild, grandparent, mother-in-law,
father-in-law, brother-in-law, sister-in-law

During paid bereavement leave, your pay will be calculated based on your pay rate at the time of absence, excluding any special forms of compensation, such as incentives, commissions or bonuses.

Bereavement leave is paid at the number of hours typically scheduled for those days.

We will normally grant bereavement leave unless there are unusual business needs or staffing requirements that prevent accommodating the request.

An employee will typically need to provide the death notification or obituary to process the paid leave.

Jury Duty

Effective Date: 9/1/12
Revision Date:

Surgery Partners encourages you to fulfill your civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to 2 weeks of paid jury duty leave within a 12-month period.

If you are eligible for paid jury duty leave, you will be compensated at your base rate of pay for the number of hours you would normally have worked that day. Employees in the following classifications are eligible for paid jury duty leave:

- * Regular full-time employees
- * Regular part-time employees, 20+ hours per week

If you remain on jury duty beyond the period of paid jury duty leave, you may use any available paid time off or request an unpaid jury duty leave of absence.

If you receive a jury duty summons, show it to your supervisor as soon as possible so that arrangements can be made to accommodate your possible absence from work. You are expected to report for work whenever the court schedule permits. To receive compensation, employees must forward official documentation from the court to their location manager to serve as proof of service.

Either you or Surgery Partners may request you be excused from jury duty if necessary. We may request that you be relieved from serving on jury duty if we believe that your absence would cause serious operational difficulties for Surgery Partners.

Subject to the terms, conditions, and limitations of the applicable plans, Surgery Partners will continue to provide health insurance benefits for the full period of unpaid jury duty leave.

PTO benefits and holiday benefits will continue to accrue during unpaid jury duty leave.

Educational Assistance

Effective Date: 9/1/12

Revision Date:

We recognize that our employees' skills and knowledge are critical to the success of Surgery Partners. Therefore, we created our educational assistance program to encourage employees to maintain and improve their job-related skills through formal education. We also want to help employees enhance their potential to compete for reasonably attainable jobs at Surgery Partners.

Surgery Partners provides a tuition reimbursement benefit up to \$1,500 annually for a full time employee to attend degree, certification courses or employment related seminars. Required books and required course materials are eligible within this maximum reimbursement.

Courses must be approved before enrollment by the location manager and the applicable vice president by submission of a written Tuition Reimbursement Application.

We invest in employees' educational assistance with the expectation that the investment will benefit Surgery Partners. Employees must remain employed with Surgery Partners for one year upon completion of the course for which they have received tuition reimbursement. If an employee leaves employment voluntarily or due to gross misconduct before this time period, he/she will be required to repay the reimbursed monies through payroll deductions. Any outstanding balance beyond payroll will be owed by the employee to be paid with personal check or money order.

A grade of "C" or better is required for graded courses to be reimbursed.

Following the approved course, reimbursement will be made via expense report with supporting documentation attached.

Safety

Effective Date: 9/1/12

Revision Date:

To assist in providing a safe and healthful work environment for employees, customers, and visitors, Surgery Partners has established a workplace safety program. This program is a top priority at Surgery Partners. The success of the program depends on the alertness and personal commitment of everyone.

We provide information to employees about workplace safety and health issues through regular internal communication channels. These may include supervisor-employee meetings, bulletin board postings, memos, or other written communications.

You are expected to obey all safety rules and use caution in your work activities. You must immediately report any unsafe condition to the appropriate supervisor. If you violate Surgery Partners safety standards, cause a hazardous or dangerous situation, or fail to report or, where appropriate, remedy such situations, you may be subject to disciplinary action, up to and including termination of employment.

In the case of an accident that results in an injury, regardless of how insignificant the injury may appear, you should immediately notify the appropriate supervisor. Failure to promptly report a work-related injury or accident may result in disciplinary action, up to and including termination of employment.

Use of Telephones

Effective Date: 9/1/12

Revision Date:

Use of Surgery Partners telephones for personal business is strongly discouraged. Use of paid time to conduct personal business or make personal calls may result in disciplinary action, up to and including termination of employment. We may require employees to reimburse Surgery Partners for charges resulting from personal calls.

Surgery Partners provides cellular telephones to some employees as business tools. Cell phones are provided to assist employees in communicating with Surgery Partners management, employees, clients, and other business-related contacts. When using a cell phone for your business-related matters, conversations should be kept private and non-disruptive to others. As with all Surgery Partners telephones, use of cell phones for personal business is strongly discouraged. Be advised that Surgery Partners may periodically review cell phone invoices to ensure that cell phones are being used in accordance with this policy.

Because our telephone communications are an important reflection of our image to customers and the community, every employee should also use proper telephone etiquette. Some examples of good telephone etiquette are always using the approved greeting, speaking courteously and professionally, confirming the information you have received from the caller, and only hanging up once the caller has done so.

Smoking

Effective Date: 9/1/12
Revision Date:

In keeping with Surgery Partners intent to provide a safe and healthful work environment, smoking of any kind is prohibited throughout the workplace. Employees need to follow the building/office directives regarding the designated areas for smoking.

This policy applies equally to all employees as well as to our customers and visitors.

Use of Equipment and Vehicles

Effective Date: 9/1/12

Revision Date:

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using Surgery Partners property, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. No property may be removed from the premises without prior authorization of the location manager.

You must notify your supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or other people. Your supervisor can answer any questions about your responsibility for maintenance and care of equipment or vehicles you use on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment.

Emergency Closings

Effective Date: 9/1/12

Revision Date:

There may be times when emergencies, such as severe weather, fires, power failures, or earthquakes, may disrupt our normal business operations. In extreme cases, these circumstances may require Surgery Partners to close a work facility.

When a facility is closed due to emergency conditions, non-exempt employees will not receive pay for time off from scheduled work. Employees, however, may use accrued PTO time to make up for the time that was missed.

Business Travel Expenses

Effective Date: 9/1/12

Revision Date:

Surgery Partners will reimburse employees for reasonable business travel expenses when the travel has been approved in advance by your supervisor. Once your travel plans are approved, you are responsible for making your own travel arrangements.

When approved, we will reimburse the costs of travel, meals, lodging, and other expenses directly related to accomplishing the objective of your trip. Naturally, we expect you will keep expenses within reasonable limits.

In the event that you are involved in an accident while traveling on business, immediately report the incident to your supervisor. If you use a vehicle owned, leased, or rented by Surgery Partners, it may not be used for personal reasons unless you have prior approval.

When a business trip is over, submit your completed travel expense report within a reasonable timeframe accompanied by receipts for all individual expenses.

Your supervisor can give you guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Please refer to your supervisor for further details. We consider abuse of this policy to be a very serious matter. This includes falsifying expense reports to reflect costs that were not incurred by you or were not business-related. Therefore, failure to follow this business travel expense policy may be grounds for disciplinary action, up to and including termination of employment.

E-Mail, Voice Mail and Computer Resources

Effective Date: 9/1/12

Revision Date:

Surgery Partners has made e-mail, voice mail, and computer resources available to employees to facilitate business communications and assist employees in performing their jobs more effectively. Those systems and resources are intended for business use.

Employees should not expect that anything they create, store, send, forward, or receive on Surgery Partners e-mail, voice mail, or computer systems – whether or not it relates to Surgery Partners business – will be private. Without prior notice or consent, Surgery Partners may monitor, retrieve, review, disclose, or publish anything created, stored, sent, forwarded, retrieved, or received on any such system, including any Internet or World Wide Web sites that an employee visits using a computer provided by Surgery Partners. Use of passwords to gain access to these systems does not mean that any employee should have an expectation of privacy in the material he or she creates, stores, sends, forwards, retrieves, or receives on such systems.

Surgery Partners strictly prohibits using its e-mail, voice mail, or computer systems:

- * for sending, knowingly receiving, downloading, displaying, printing, or otherwise disseminating any material (1) that violates any Surgery Partners policy, including our policy against discrimination and harassment, (2) that is sexually explicit, racially or ethnically offensive, profane, obscene, fraudulent, defamatory, or unlawful, or (3) that may be seen as harmful to morale or disruptive, insulting, or offensive by another person. Examples of forbidden transmissions include sexually explicit messages, cartoons, or jokes; unwelcome propositions or love notes; ethnic or racial slurs; or any other message construed to be harassment or disparagement based on sex, race, color, national origin, religion, age, disability, or sexual orientation;
- * downloading, disseminating or storing destructive programs (*e.g.*, viruses or self-replicating code), political or religious endorsements or solicitations, or any other unauthorized materials;
- * wasting computer resources by sending mass mailings or chain letters, spending unnecessary or excessive amounts of time on the Internet, playing games (except during approved lunch periods), engaging in online chat groups, unnecessarily printing multiple copies of documents, or otherwise creating unnecessary network traffic;
- * using or copying software in violation of a license agreement or copyright, or installing any software on the Surgery Partners computers without prior authorization and approval;
- * violating any law; or
- * upon resignation or termination, removing, destroying, copying, or deleting any information, file, or message stored on Surgery Partners e-mail, voice mail, or computer systems.

E-Mail

Never consider your electronic communications to be either private or secure. Also keep in mind that e-mail may be stored indefinitely on any number of computers, including that of the recipient. Copies of your messages may be forwarded to others either electronically or on paper without your knowledge. E-mail sent to nonexistent or incorrect user names may also be delivered to persons you never intended. E-mail may also be stored on a computer system long after you believe it has been deleted.

Think before you send any e-mail message. Use the same care and discretion you would use for any other written communication. Assume that anything created or stored on a computer may, and probably will, be read by others. Before sending or forwarding any e-mail, ask yourself whether you would want a judge, jury, or the general public to see it, knowing that you sent or forwarded it.

Never forward or initiate chain e-mail, that is, a message sent to several people asking each recipient to send copies of the message to a specified number of others. In addition, never alter the "from" line of any e-mail, or send any e-mail anonymously or using any name for the sender other than your own.

Voice Mail

Do not assume that any voice mail message is confidential. All messages stored on Surgery Partners voice mail system, like the contents of anything stored on Surgery Partners computer system, are Surgery Partners property, and may be reviewed by Surgery Partners at any time, without prior notice, for any reasonable business purpose. Any such message properly obtained by Surgery Partners for a business purpose may be disclosed by Surgery Partners without the permission of the relevant employee. Back-up copies of such messages may be viewed or listened to for legal and business reasons.

Consequences of Violating This Policy

Any employee who fails to comply with any part of this policy may be subject to disciplinary action, including but not limited to restriction or revocation of computer or e-mail privileges or termination of employment. In certain circumstances, violations may also result in civil or criminal liability.

Social Media Policy

Effective Date: 9/1/12
Revision Date:

At Surgery Partners, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

GUIDELINES

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Surgery Partners, as well as any other form of electronic communication. The same principles and guidelines found in Surgery Partners policies and their basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online.

Know and follow the rules

Carefully read these guidelines, the Surgery Partners Compliance Plan, the E-Mail, Voice Mail and Computer Resources Policy, the Anti-Discrimination/Harassment Policy and Internal Complaint Procedure, and our HIPAA privacy rules and ensure your postings are consistent with these policies. Inappropriate postings that may include any postings that disclose patient information and those that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow coworkers or otherwise adversely affects patients, customers, suppliers, people who work on behalf of the company or the company's legitimate business interests may result in disciplinary action up to and including termination, unless your conduct is otherwise protected by law.

Comment [JP1]: .

Be respectful

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of Surgery Partners. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our open door policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, patients, coworkers or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy. Never post any information or

rumors that you know to be false about the company, fellow coworkers, customers, suppliers, people working on behalf of Surgery Partners or competitors.

Post only appropriate and respectful content

- Maintain the confidentiality of Surgery Partners' trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Insider Trading Policy.
- Do not create a link from your blog, website or other social networking site to any company website.
- Never represent yourself as a spokesperson for the company. Unless you have been authorized to do so, you are not permitted to post or identify yourself as a representative of Surgery Partners. In your personal postings, you should refrain from creating any impression that you speak for Surgery Partners. Surgery Partners should not be the subject of any content you are creating, unless specifically permitted by law.

Using social media at work

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

Media contacts

Employees should not speak to the media on Surgery Partners behalf without contacting the Corporate Compliance Officer. All media inquiries should be directed to them.

For more information

If you have questions or need further guidance, please contact your HR Generalist.

Workplace Monitoring

Effective Date: 9/1/12

Revision Date:

Surgery Partners may conduct workplace monitoring to help ensure quality control, employee safety, security, and customer satisfaction.

We may conduct video surveillance of non-private workplace areas. We use video monitoring to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage and prevent acts of harassment and workplace violence.

We will endeavor to perform workplace monitoring in an ethical and respectful manner, but employees should be aware that monitoring does occur and that they have no expectation of privacy in working areas.

Inspection Policy

Effective Date: 09/1/12

Revision Date:

As it deems necessary to maintain the security of its premises, facilities, property, employees and visitors to its premises, Surgery Partners reserves the right to search or inspect the contents of offices, lockers, storage areas or units, file cabinets, desks, boxes, and work stations at any time. In addition, all personal property brought onto the Company's premises, including but not limited to packages, backpacks, luggage, briefcases, bags, vehicles and other personal possessions or places of concealment, is subject to inspection. Employees are expected to cooperate in the conduct of any search or inspection. Failure to do so may result in disciplinary action, up to and including termination of employment.

Telecommuting

Effective Date: 9/1/12

Revision Date:

Telecommuting may be a viable alternative work arrangement if individual, job and supervisor characteristics are suited to such an arrangement. Telecommuting allows an employee to work at home, on the road, or in a satellite location for all or part of their regular workweek. Telecommuting is not an entitlement; it is not a company-wide benefit; and it in no way changes the terms and conditions of employment with Surgery Partners. There are many positions at Surgery Partners that require an employee's presence in the workplace and are not suited to telecommuting.

How it works:

- * Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.
- * Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or formal, as will be described below. Other informal, short-term arrangements may be made for employees on family or medical leave, to the extent practical for the employee and the organization, and with the consent of the employee's health care provider, if appropriate. All informal telecommuting arrangements are made on a case-by-case basis, focusing on the business needs of the organization first. Such informal arrangements are not the focus of this policy.
- * Any telecommuting arrangement made will be on a trial basis for one month, and may be discontinued, at will, at any time at the request of either the telecommuter or the organization.
- * Surgery Partners will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each telecommuting arrangement on a case-by-case basis. The Information Technology and Human Resources Departments will serve as a resource in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. Surgery Partners accepts no responsibility for damage or repairs to employee-owned equipment. Surgery Partners reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter will sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment all company property will be returned to Surgery Partners, unless other arrangements have been made.
- * Consistent with Surgery Partners' expectations of information asset security for

employees working at the office full-time, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include, but are not limited to, use of locked file cabinets, disk boxes and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

- * The employee is expected to have appropriate child care arrangements, such that the employee can devote his/her attention to work during expected work hours.
- * The employee must establish an appropriate work environment within their home for work purposes. Surgery Partners will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. Employees will be offered appropriate assistance in setting up a workstation designed for safe, comfortable work.
- * After equipment has been delivered, a designated representative of Surgery Partners may visit the employee's home work site to inspect for possible work hazards and suggest modifications. Repeat inspections will occur on an as-needed basis. Injuries sustained by the employee while at their home work location and in conjunction with their regular work duties may be covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries in accordance with company worker's compensation procedures. The employee is liable for any injuries sustained by visitors to their work site.
- * Surgery Partners will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. The organization will also reimburse the employee for all other business-related expenses such as phone calls, shipping costs, etc. that are reasonably incurred in accordance with job responsibilities.
- * Telecommuting usually occurs on a part-time basis. Full-time telecommuting is permissible only when necessary and when consistent with the employee's accomplishment of the essential functions of his/her position.
- * Telecommuters' salary, job responsibilities, advancement opportunities, benefits and company-sponsored insurance coverage do not change as a result of telecommuting.
- * The employee and manager will agree on the number of days of telecommuting allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone or modem during the agreed upon work schedule.
- * Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the organization. Telecommuting employees will be held to a higher standard of compliance than office-based employees due to the nature of the work arrangement. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation

of the telecommuting arrangement.

- * Before entering into any telecommuting arrangement, the employee and manager, with the assistance of the Human Resources Generalist, will evaluate the suitability of such an arrangement paying particular attention to the following areas:
 - Employee Suitability: The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
 - Job Responsibilities: The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
 - Equipment needs, work space design considerations and scheduling issues.
 - Tax and other legal implications for the business use of the employee's home based on IRS, state, and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the employee.
- * If the employee and manager agree, and the Human Resources Department concurs, a draft telecommuting arrangement will be prepared and signed by all parties and a one month trial period will commence.
- * Evaluation of telecommuter performance during the trial period will include daily interaction by phone and e-mail between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems. At the conclusion of the trial period the employee and manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than time-based performance.
- * An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the manager and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.
- * Employees entering into a telecommuting arrangement may be required to forfeit use of a personal office or workstation in favor of a shared arrangement to maximize organization office space needs.

The telecommuting arrangement can be discontinued at any time at the discretion of the employer. Every effort will be made to provide 30 days notice of such a change to accommodate commuting, childcare and other problems that may arise from such a change. There may be instances, however, where no notice is possible. There also may be situations where increased office presence may be required by a particular project or office workload.

Employee Visitors

Effective Date: 9/1/12

Revision Date:

It is the policy of Surgery Partners to prohibit employees from having visitors while on duty to prevent any unnecessary distraction that may adversely affect the timely and effective performance of one's job or otherwise interfere with Surgery Partners business or patient care.

This policy applies to both family and friends of employees and is in effect during all work hours; and covers those situations within an employee's control. All employees are encouraged to conduct their personal business on their own time, away from the place of work. Employees who fail to follow this policy may be subject to corrective action. Supervisors are responsible for enforcing this policy within their respective areas.

Workplace Violence Prevention

Effective Date: 9/1/12

Revision Date:

Surgery Partners is committed to preventing workplace violence and maintaining a safe work environment. Accordingly, we have adopted the following guidelines.

No Weapons at Work

Surgery Partners does not permit employees to possess any firearms, weapons, or explosives on company property (including in vehicles parked on company property, except where prohibited by law), or while engaged in company business. Any violation of this policy will result in disciplinary action up to and including immediate termination of employment.

Workplace Violence and Threats

As used in this policy, "workplace violence" includes conduct occurring on Surgery Partners premises (including any mail, e-mail, voice mail, telephone calls, or other communications received by the company) directed toward or against any Surgery Partners employee, client, customer, or supplier (or the property of any such person), whether committed by an employee or outsider, that involves physical acts of violence, oral or written threats of violence, or gestures or acts which are threatening or intended to convey actual or potential injury. It includes acts and threats that are later claimed to have been made in jest.

Surgery Partners will not tolerate any workplace violence or threats of violence by or against its employees. Every employee must take any act or threat of workplace violence seriously. So that we can prevent or respond to any act or threat of workplace violence, any employee who is subject to, witnesses, or learns about any such act or threat, or who fears or suspects that such an act may occur, is required to report the act, threat, fear or suspicion to the Human Resources Department as soon as the act or threat occurs, or as soon as the employee fears or suspects that such an act may occur. Failure to immediately report an act or threat of workplace violence may result in disciplinary action, up to and including termination of employment.

The Human Resources Department will promptly investigate every such report. The identity of any person making such a report will be treated in the strictest confidence possible consistent with our need to investigate the report (*i.e.*, on a "need to know" basis). Any employee asked to assist in the investigation of such a report is required to do so.

Surgery Partners will not permit or tolerate any retaliation, reprisal or threats against any employee because he or she makes a good faith report of workplace violence or assists in the investigation of such a report. Any employee found to have engaged in any retaliation, reprisal or threat against any other employee because the other employee made a good faith report of an act, threat, fear or suspicion of workplace violence, or because the other employee assisted in the investigation of such a report, will be subject to disciplinary action, up to and including termination of employment.

After investigation, Surgery Partners will take prompt action to prevent or respond to any act or

threat of workplace violence. Any employee found to have committed or condoned an act or threat of workplace violence will be appropriately disciplined, including possible termination of employment. The complaining employee will be notified of any such actual or anticipated action.

Where appropriate, Surgery Partners will refer acts or threats of workplace violence to the police or other authorities for possible criminal prosecution.

Family and Medical Leave Act (FMLA) Leave

Effective Date: 9/1/12
Revision Date:

This policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

A. General Provisions

Under this policy, Surgery Partners will grant up to 12 weeks unpaid (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible employees.

B. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence.
- 3) The employee must work in a worksite where 50 or more employees are employed by the company within 75 miles of that office or worksite. The distance is calculated by using the most direct route.

C. Types of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) *The birth of a child and in order to care for that child.*
- 2) *The placement of a child for adoption or foster care and to care for the newly placed child.*
- 3) *To care for a spouse, child or parent with a serious health condition (described below).*
- 4) *The serious health condition (described below) of the employee.*

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

5) Qualifying exigency leave for families of members of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty and will be deployed in a foreign country may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

The leave may commence as soon as the individual receives the call-up notice. This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

6) Military caregiver leave (also known as covered servicemember leave) to care for an ill or injured servicemember.

This leave may extend to up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered servicemember with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering servicemember.

D. Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The company measures the 12-month period as a "rolling" 12-month period, looking back from the date leave is taken. That means that an eligible employee may take up to 12 weeks of FMLA leave during any 12-month period. No employee may take more than 12 weeks of FMLA leave during any 12-month period. An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-

law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill servicemember, the husband and wife may only take a combined total of 26 weeks of leave.

E. Employee Status and Benefits during Leave

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

While the employee is utilizing PTO, the employer will continue to make payroll deductions to collect the employee's share of premiums. While on unpaid leave, the employee must continue to make this payment.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is utilizing PTO. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums.

F. Reinstatement to Work at End of Leave

Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. Under certain circumstances, the positions of key employees may not be able to be held during the period of leave; if this is the case, the employee will be notified of his/her options. An employee who takes leave under this policy because of his/her own serious health condition, will be required, as a condition of returning to work, to provide the company with written medical certification of fitness to return to work.

If an employee would have been laid off if not on FMLA leave, the right to reinstatement at the end of the leave will be the same as it would have been if the employee had not been on leave when the layoff occurred.

If an employee does not return to work on the agreed-upon date for reinstatement or does not communicate with the company to obtain a return to work date upon the expiration of the FMLA leave, the employee will be considered to have voluntarily resigned employment from the company.

G. Use of Paid and Unpaid Leave

Disability leave for the birth of a child or for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an eligible employee receives six weeks of short-term disability benefit, the six weeks will be designated as FMLA leave and counted

toward the employee's 12-week entitlement. The employee will then be required to substitute accrued (or earned) paid leave (PTO) without exceeding their typical amount of pay/salary before being eligible for unpaid leave for what remains of the 12-week entitlement.

H. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

An employee taking intermittent leave must report FMLA absences and must specifically explain the reason for leave. Simply calling off as "sick" is not sufficient notice for purposes of FMLA.

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

I. Certification for the Employee's or the Family Member's Serious Health Condition

The company will require certification for the employee's own serious health condition or the serious health condition of the family member. Failure to provide certification may result in a denial of continuation of leave. Employees who request leave will be provided with certification forms.

The company may directly contact the employee's or family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official.

The company has the right to ask for a second opinion if it has reason to doubt the certification. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

J. Certification of Qualifying Exigency for Military Family Leave

The company will require certification of the qualifying exigency for military family leave. Failure to provide certification may result in a denial of continuation of leave.

K. Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

The company will require certification for the serious injury or illness of the covered servicemember. Failure to provide certification may result in a denial of continuation of leave.

L. Medical Recertification

If you work in a state that requires employers to provide more FMLA leave than the federal law provisions summarized here, Surgery Partners will provide the leave required by state law.

M. Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to their Manager, who will inform the Human Resources Generalist.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. After the employee has provided notice, Human Resources will send information about leave rights and the employee's responsibilities with respect the leave (for example, supplying completed certification forms, making any payments for employee benefits coverage).

N. Designation of FMLA Leave

After the employee has submitted the necessary certifications to support the leave, the employee will be notified if the leave has been designated FMLA leave.

O. Intent to Return to Work from FMLA Leave

If the employee's return to work date is uncertain or changes, the employee must report periodically on his/her status and intent to return to work.

If an employee does not return to work on the agreed-upon date for reinstatement or does not communicate with the company to obtain a return to work date upon the expiration of the FMLA leave, the employee will be considered to have voluntarily resigned employment from the company.

P. Questions?

If you have any questions or concerns regarding FMLA leave or similar leave under your applicable state law, please contact the Human Resources Department.

Personal Leave

Effective Date: 9/1/12
Revision Date:

Surgery Partners may consider a request from an eligible employee to take an unpaid personal leave of absence to fulfill personal obligations or for medical related reasons not covered under the Family and Medical Leave Act.

Employees may normally request a personal leave only after completing 6 months of service, although exceptions may be made if the leave is necessary to accommodate a disability and does not present an undue hardship. In order for us to give your leave request adequate consideration, we require that you submit the request in writing to your supervisor no less than 30 calendar days in advance. If your need for leave is not foreseeable, we request that you submit your written request as soon as practicable. We will give each request for personal leave individual consideration. The decision to approve a personal leave will be based on all relevant factors including anticipated workload needs and staffing considerations during the proposed absence.

An eligible employee will generally not be permitted more than 60 calendar days of personal leave during any rolling one-year period. We may, however, consider a written request for a single extension of no more than 30 calendar days. During any personal leave, all available PTO must be used. Any leave in excess of available PTO time will be unpaid.

You will be responsible for the employee portion of any premium payments, which must be made to continue your benefits during leave. Therefore, *prior* to beginning your leave, you must contact your Human Resources Generalist to make payment arrangements for the benefits you wish to continue during your leave. Benefits may be canceled if a payment is not provided. If you fail to return from leave for any reason, then you must reimburse Surgery Partners for its share of any premium payments made during your leave.

Benefit accruals, such as paid time off or holiday benefits, will be suspended during a personal leave and will resume when you return to active employment.

An approved personal leave of absence does not guarantee a right to return to work to the employee's previous position, to an equivalent position or to any other position within the company.

If you do not report to work promptly at the end of a personal leave, we will assume that you have voluntarily resigned.

Military Leave

Effective Date: 9/1/12

Revision Date:

Surgery Partners will comply with all federal and state laws regarding leave for employees who are absent due to military service, including the federal Uniformed Services Employment and Reemployment Rights Act. If you require such an absence, please contact your Human Resources Generalist as soon as you receive your orders or otherwise become aware of the need for leave, so that appropriate arrangements can be made.

Employee Conduct

Effective Date: 9/1/12

Revision Date:

All employees are expected to perform and behave acceptably at all times. Where performance or behavior is not acceptable, the organization may take disciplinary action, which may include corrective action, if the organization believes that the conduct is correctable.

Our corrective action process is designed to assist an employee in meeting the requirements and expectations of the job and in assuming responsibility for any necessary improvement. When an employee's performance does not meet the job requirements, he or she will be expected to develop a written plan for improvement, obtain approval from management, and comply with the plan.

Although many conduct, attendance and performance problems can be addressed and corrected through the corrective action process, there are infractions which are not correctable and for which an employee may be immediately terminated. In all cases, the company retains the right to administer discipline as it deems necessary in each individual case. This policy is not a promise or guaranty that corrective action will be administered in every case or any case.

It is not possible to contemplate all of the situations that may require corrective action or result in separation of employment. The following list, which is not all inclusive, provides examples of types of behavior which will not be tolerated.

- » Patient abuse, mistreatment or neglect
- » Theft or dishonesty
- » Threatening, intimidating, or coercing others
- » Unauthorized possession of weapons, firearms or explosives on the premises
- » Engaging in conduct that is criminal or otherwise unlawful
- » Any breach of confidentiality
- » Sexual or other unlawful or unwelcome harassment or retaliation for reporting any incident or cooperating in any investigation of harassment, sexual or otherwise
- » Damage of company equipment or property
- » Failure to comply with Surgery Partners Compliance Plan
- » Falsification or fraud in securing employment
- » Physical assault/battery during working hours or anywhere on company premises
- » Unauthorized copying or removal of corporate, company or patient records
- » Omission, falsification, adjusting or altering of application, time records, or company records
- » Violation of the Drug Free Workplace Policy
- » Failure to provide proper notification to the company of absence
- » Excessive absenteeism or tardiness
- » Violation or abuse of sick leave policy
- » Insubordination or other disrespectful conduct
- » Failure to perform job duties
- » Gambling on company premises

- » Sleeping on the job
- » Refusal to accept overtime, call-in, or extra assignments
- » Disorderly or inappropriate conduct on the premises
- » Violations of safety standards or failure to comply with safety precautions
- » Violation of company or department policies
- » Failure to meet job performance standards
- » Failure to report an on-the-job accident
- » Asking another employee to work all or part of their shift without the consent of the proper department scheduling authority
- » Engaging in non-productive activities during working time which interferes with the work performance of another employee
- » Working under the influence of alcohol or illegal drugs
- » Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- » Smoking of any kind in prohibited areas
- » Unauthorized absence from workstation during the workday
- » Unauthorized use of telephones, mail system, computer system, or other employer-owned equipment

Since employment with Surgery Partners is based on mutual consent, either you or Surgery Partners has the right to terminate the employment relationship at will, with or without cause or advance notice, at any time.

Drug and Alcohol Policy Drug-Free Workplace Policy

Effective Date: 9/1/12

Revision Date:

Surgery Partners strictly prohibits;

- ◇ The possession, use, sale, distribution, manufacture, or transfer of illegal drugs;
- ◇ Violation of federal or state laws or regulations regarding drug use or dispensing,
- ◇ The abuse of prescription drugs; or
- ◇ Being under the influence of alcohol at any time on company premises or while conducting company business (other than moderate consumption of alcohol at authorized company functions).

All employees must cooperate in any investigation to determine whether an employee has violated this policy, including any inspection or search connected with such an investigation, and any drug or alcohol testing directed by Surgery Partners as part of such an investigation.

Any employee who is convicted (including a conviction resulting from a plea of not guilty or no contest) of a drug-related offense that occurred on company property or while conducting company business must notify Surgery Partners of the conviction within five (5) days of the conviction.

Any employee who violates this rule or who is convicted of such a drug-related offense may be disciplined, up to and including immediate discharge, even for a first offense.

Testing

Surgery Partners may require a pre-employment drug and/or alcohol test. Testing may also be required where an employee has been involved in a work-related accident, where there is a reason to suspect violation of this policy, or, where permitted by applicable law, random testing. Situations where testing is likely to be required include:

- Reasonable suspicion by a manager or supervisor that an employee has used drugs or alcohol in violation of this policy, including evidence that an employee's ability to work safely or effectively may have been impaired by alcohol or prohibited drugs.
- An accident involving or an injury to one or more of Surgery Partners employees, customers, vendors, suppliers or guests; or involving or damage to the property of Surgery Partners or one or more of its employees, customers, vendors, suppliers or guests.
- A pattern of decline in an employee's job performance and effectiveness over a period of time, from which it is reasonable to suspect that the employee is under

the influence of alcohol or prohibited drugs in violation of this policy.

- While or after an employee has been in counseling, treatment or rehabilitation for the use of alcohol or prohibited drugs.
- When an employee's off-the-job use of or involvement with alcohol or prohibited drugs could be reasonably expected to have an adverse impact on the workplace or impair the employee's ability to perform his or her duties.

Surgery Partners has sole discretion to determine whether any situation warrants testing, and this policy does not prevent Surgery Partners from taking employment action without testing.

All testing will be done with appropriate regard for accuracy, reliability, expediency, and employee privacy and confidentiality, and in compliance with applicable laws.

When Surgery Partners decides that there is reasonable suspicion to test an employee, it will provide the employee with transportation to the testing facility. The employee will not be allowed to return to work until Surgery Partners receives the employee's test results.

Any employee required to undergo a drug and alcohol test will be required to sign a consent and release form agreeing to the testing. Any employee who refuses to sign the form, refuses to undergo the test, or otherwise fails to cooperate with Surgery Partners' actions under this policy will be subject to discipline, up to and including immediate discharge, even for a first offense.

An appropriate chain of custody will be designated and followed to prevent potential tampering or switching of specimens as samples are transferred to or handled at testing facilities. Samples will be collected under circumstances designed to prevent employees from altering, tampering with, or switching specimens. Any employee who tampers with or substitutes a specimen or sample, or who otherwise interferes or attempts to interfere with timely and accurate test results, may be disciplined up to and including immediate discharge, even for a first offense.

If the test reveals that the employee is not under the influence of alcohol or prohibited drugs, the employee will be informed of that fact and Surgery Partners will reimburse the employee for any time lost from work due to the testing. Negative test results do not preclude Surgery Partners from taking action based on the employee's violation of other company policies or procedures, including actions based upon deficient job performance.

Any employee, whose test reveals a violation of this policy, may be disciplined, up to and including immediate discharge, even for a first offense. Surgery Partners may also require any such employee to undergo a medical or psychological assessment and/or to enroll in a qualified counseling, treatment, or rehabilitation program. Surgery Partners urges any employee who believes he or she has a problem with alcohol or drugs to seek prompt professional assistance for that condition before it results in excessive absenteeism or tardiness, unsatisfactory job performance, or other work-related problems.

Attendance and Punctuality

Effective Date: 9/1/12

Revision Date:

As an employee of Surgery Partners, we expect you to be reliable and punctual by reporting for work on time and as scheduled and following location attendance guidelines. When you are absent or late, it places a burden on other employees and can impact productivity and service. In the rare instances when you cannot avoid being late or are unable to work as scheduled, be sure to notify your supervisor as early as possible prior to your start time, or follow your local office policy, so that appropriate arrangements can be made.

Because unplanned absences can be disruptive to work, a poor attendance record or excessive lateness may lead to disciplinary action, up to and including termination of employment.

Personal Appearance

Effective Date: 9/1/12

Revision Date:

We want Surgery Partners employees to reflect an appropriate business image to customers, patients and visitors. How you dress, your grooming and personal cleanliness standards all contribute to that image and also to the morale of your co-workers.

During business hours or whenever representing Surgery Partners, you are expected to present a clean, neat, and tasteful appearance. You should always dress and groom yourself according to the requirements of your position and accepted social standards.

Employees who have specific dress and footwear requirements will be so informed. Otherwise, the following guidelines will apply to all employees:

- Appropriate office attire, good grooming and cleanliness are essential.
- Flip flops, T-shirts, sweatshirts, tank-tops, jeans (unless allowed at your location), leggings, shorts, party dresses, sun dresses, mini-skirts and low cut necklines are not appropriate.
- All pants must be neat, well tailored and business like.
- Male office, clinic and optical staff will wear polo shirts, dress shirts or the uniform requested by the facility.
- If you are required to wear a lab coat or uniform, it must be neat and well maintained.
- All personnel with patient contact must wear name badges at all times at the practices/centers.

If your supervisor feels your personal appearance is inappropriate, you may be asked to leave work until you can return properly dressed or groomed. If this happens, you will not be paid for the time away from work. Repeat offenses will lead to disciplinary action, up to and including termination of employment. Be sure to consult your supervisor if you have questions as to what constitutes appropriate appearance.

Solicitation and Distribution

Effective Date: 9/1/12

Revision Date:

Surgery Partners prohibits any non-employee from soliciting any of its customers, visitors, or employees and/or distributing any literature, pamphlets, or other materials on company premises.

Surgery Partners prohibits any employee from soliciting, collecting from, or selling to any other employee during the working time of the soliciting employee or of the employee being solicited. "Working time" means the time during which either the soliciting or solicited employee should be working, but does not include meal times, break periods, or other periods when employees are not actively at work.

Surgery Partners also prohibits any employee from distributing literature, pamphlets or other materials to any other employee during work time or in patient care or client service areas. Posting materials on Surgery Partners bulletin boards is also prohibited. Bulletin boards are reserved for official Surgery Partners communications.

Political Activities

Effective Date: 9/1/12
Revision Date:

Political activities may not be conducted on company premises. Further, employees may not identify themselves as representatives of the company in any type of political activity or involvement, such as a letter to a newspaper or magazine or political representative or protest.