EMPLOYEE POLICY HANDBOOK

AESTHETIC DERMATOLOGY & COSMETIC SURGERY
MEDICAL ASSOCIATES, INC.

2017
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INTRODUCTION

WELCOME TO ADCS

Welcome! As an employee of Aesthetic Dermatology & Cosmetic Surgery, Inc., you are an important member of a team effort. We hope that you find your position with our company rewarding, challenging and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We have always emphasized that outstanding people are the key to our success. Through the efforts of our employees, ADCS (“The Company”) has become a leader in Bay Area dermatology practices. To ensure continued success, we look to you and the other employees to contribute to ADCS’s success. We feel it is important that all employees understand our policies and procedures. This ADCS Employee Office Policies and Procedures Handbook serves as a guideline and will familiarize you with the various policies and aspects of working with ADCS and we encourage you to use it as a valuable resource for understanding ADCS. It is intended to explain the terms and conditions of employment for all full and part-time employees working directly for and on the payroll of ADCS. Written employment contracts between ADCS and some individuals may supersede some of the provisions of this Handbook.

This Handbook provides you with information about the main features of our employment policies, benefits and certain other general information in effect at the time of publication. Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can, in any way, alter the provisions of this Handbook. Should there be any conflict between this Handbook and the terms and conditions of applicable Benefit Plans (i.e., insurance policy, et cetera.), the official text of the Plan or Policy will govern.

This Handbook supersedes all previously issued handbooks and any prior written statements or addendums. ADCS reserves the right, in its sole discretion, to revise.

Please sign the signature page provided on the last page of this document and return it to the Human Resource supervisor. Acknowledgement that you are familiar with the ADCS Handbook’s contents and agree to these terms of employment is a condition of your employment. Should you have any questions regarding any aspect of this Handbook, please do not hesitate to ask the Human Resource supervisor.

Our best wishes to you and thank you for taking this first step in knowing ADCS.

Jeffrey H Binstock, MD
AT-WILL EMPLOYMENT STATUS

It is the goal of Aesthetic Dermatology & Cosmetic Surgery, Inc. to provide a positive work environment and a solid economic foundation upon which all employees may build a future. However, ADCS is also aware that personnel changes are sometimes initiated by employees and management alike. In this regard it is expressly understood that employment with Aesthetic Dermatology & Cosmetic Surgery, Inc. is for no specific duration and shall continue only as long as it is mutually agreeable to you and/or ADCS. EITHER YOU OR THE COMPANY MAY TERMINATE EMPLOYMENT FOR ANY REASON WHATSOEVER, WITH OR WITHOUT CAUSE OR ADVANCE NOTICE, AND AT ANY TIME.

This handbook sets forth the entire agreement between you and ADCS as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this Handbook, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

No section of this Handbook is meant to be construed, or should be construed, as establishing anything other than an employment at-will relationship within the meaning of California Labor Code Section 2822 and does not limit management’s discretion to make personnel decisions; such as reassignment, change of wages and benefits, demotion, etc.

Moreover, no one in the organization, other than the physician shareholders, has the authority or legal ability to modify the at-will employment relationship. This can only be done if it is clearly set forth in a written agreement that is signed by the physician shareholders and the employee in question.
OFFICE PHILOSOPHY

Your first responsibility as a member of our staff is to assist our patients in every way possible. We strive to provide our patients with the best possible service and care. A feeling of friendship, interest, sincere caring, and a welcome “at home” atmosphere is critical and of utmost importance. Each phone call, message, office visit, or any patient encounter is an extension of this attitude, and all patients are to be made to feel uniquely special and not merely tolerated or coddled.

EACH PHONE CALL is an opportunity to schedule a consultation and, accordingly, all calls should be treated with care and not rushed. PHONES ARE A PRIORITY FOR ALL IN THE OFFICE AND MUST BE ANSWERED, IN A COURTEOUS MANNER, BY THE SECOND RING, WHenever POSSIBLE. If telephones are placed on voicemail during lunch periods, messages are to be listened to and, upon return from lunch, all calls are to be immediately returned.

Your personal traumas and family problems must not be reflected in your voice or attitude when dealing with patients or with your fellow staff members. PERSONAL PHONE CALLS are not to be placed or received during patient-care hours unless they are of a “crisis” nature.

The ultimate purpose of all who work in a medical office is to assist in providing patient care. A strong Physician*- patient relationship is necessary if the patient is to receive full benefit from the Physician’s* services. The patient must feel sure that he/she can talk freely to the Physician*, that the Physician* is knowledgeable and conscientious and that the medical office is well managed. Only if these attitudes prevail will the patient be likely to take the Physician’s* advice, and to do his/her share in following through with the treatment. The Physician’s* staff plays an important role in building this confidence by being cheerful, friendly, tactful, neat and industrious. Each patient is as important as the next. Sometimes it is difficult for the staff to be pleasant and courteous to a patient who is mean spirited and/or depressed. It is no less difficult for the Physician* to do this. WE MUST ALL PUT THE WELL BEING OF THE PATIENT AHEAD OF OUR OWN NEEDS.

The Physician’s* time is the medical office’s most valuable asset. It must be used carefully if sufficient medical care is to be made available to all who need it. For this reason, the staff must ensure that the Physician* is able to maximize his/her time in the most efficient manner. Regular attendance and punctuality are, therefore, absolutely necessary in our office. The staff must do everything possible to help the Physician* utilize time effectively. If problems arise, efforts must be made to solve them, if possible, without interrupting the Physician* while he/she is performing medical duties.

*Physician or Physician Assistant
EQUAL EMPLOYMENT OPPORTUNITY

ADCS is an equal employment opportunity employer and makes employment decisions on the basis of merit. We want to have the best available person in every job. ADCS policy prohibits unlawful discrimination based on race, color, creed, gender, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition, including genetic characteristics, sexual orientation, or any other consideration made unlawful by federal, state or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful.

ADCS is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to ALL persons involved in ADCS operations and prohibits unlawful discrimination by any employee of ADCS, including supervisors and coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, ADCS will made reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact an ADCS representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. ADCS then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. ADCS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, ADCS will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your Supervisor or Human Resource Department. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact your Supervisor and/or Human Resource Supervisor. ADCS will immediately undertake an effective, thorough and objective and confidential investigation and attempt to resolve the situation.

If ADCS determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. ADCS will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management, employees or your coworkers.
WORK HOURS/OFFICE HOURS

1. In the event of an unplanned absence you must PERSONALLY REPORT TO YOUR SUPERVISOR your inability to work AT LEAST 4 HOURS BEFORE the beginning of your scheduled start time or as soon as you are aware you will not be able to report to work, in order to allow your Supervisor time to make the necessary arrangements to cover your shift and responsibilities. IT IS NOT APPROPRIATE TO LEAVE A MESSAGE ON VOICE MAIL, WITH THE ANSWERING SERVICE, OR VIA TEXT MESSAGING TO REPORT AN ILLNESS. If you are unable to make the call personally, you must still make arrangements to have someone notify the office.

2. ADCS will compensate OVERTIME in accordance with State laws. However, it is the goal of the office scheduling that there will be little or no overtime required of the staff. Patient care is the primary concern of our office, but we will make every attempt to work within the office schedule. In cases where this is not possible, the following guidelines and compensation will apply if a non-exempt staff member is required to work more than eight hours a day or 40 hours a week.

   • ALL OVERTIME MUST BE PRE-AUTHORIZED BY THE PHYSICIAN AND/OR YOUR SUPERVISOR. EMPLOYEES WHO WORK UNAUTHORIZED OVERTIME WILL BE SUBJECT TO DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.
   • NON-EXEMPT OVERTIME WILL BE BASED ON 1 1/2½ TIMES THE REGULAR HOURLY RATE AND CALCULATED ON TIME EXCEEDING 40 HOURS PER WEEK OR 8 HOURS PER DAY AND CAN ONLY BE AUTHORIZED BY THE PHYSICIAN.
   • DOUBLE THE EMPLOYEE’S REGULAR RATE WILL BE PAID FOR HOURS OVER 12 IN ONE DAY.
   • PERSONAL TIME OFF: HOURS NOT WORKED DO NOT QUALIFY AS HOURS WORKED FOR OVERTIME PURPOSES.
   • EXEMPT EMPLOYEES DO NOT RECEIVE OVERTIME PAY.

3. For all employees the standard pay period is bi-monthly. Upon receipt of payroll check, you should review the check as to accuracy and total hours paid. Any discrepancies found are to be immediately brought to the attention of the Payroll Department. Whether an error causes underpayment or overpayment, you are expected to advise the Payroll Department to ensure the error is corrected as soon as possible. For overtime calculations the workday is defined as midnight to midnight and the workweek is 12:01 AM Monday to Sunday Midnight.

ADCS has the ability to deposit paychecks electronically into the employee’s bank account. Paperwork for implementing direct deposit can be obtained from the Human Resource Supervisor and/or will be included in each employee’s new hire packet.

All employees are required to personally record his/her time by swiping in on the ADCS time clock each day. Employees are required to swipe in at the beginning of each shift, when leaving for the meal break, when returning from the meal break and when leaving at the end of his/her shift. Employees are to be prepared to work immediately when swiping in on the time clock. Unpaid time off, paid vacation, paid holidays, sick leave and all absences must be recorded on paper timecards located in each office.
This is to satisfy both State and Federal employment laws enacted for your protection. Failure to do so or having another employee swipe in or out for you may result in immediate termination.

If you fail to report your time for any reason, contact your supervisor or a doctor immediately for assistance. Altering, falsifying, tampering with time records, or recording time on another employee’s time record will result in disciplinary action or termination. It is the employees’ responsibility to certify the accuracy of all time recorded. The Book keeper will review the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and office manager must verify the accuracy of the changes. Your signature on your time record is your acknowledgement that all hours reported are accurate, that you have taken your required meal period, if any, and were provided the opportunity to take your rest period. Paychecks are issued bi-weekly. A payroll schedule is posted in the office. Attendance records will be maintained for use in your periodic performance reviews.

4. Because of peak periods which occur during the day and on different days of the week, the office may utilize flex-hours. This may require employees to stagger work periods so that peak periods are adequately staffed and slow periods are not overstaffed. This may be done by either staggering starting or quitting times or by utilizing split shifts.

5. You must report to work to start your job at the time of your assigned starting work hour, so plan on arriving a few minutes prior to your starting time. You must arrange your personal schedule to comply with your assigned work hours. You may not eat breakfast or apply makeup on company time.

6. If you are a nonexempt employee, you will receive a 30 minute meal break each when working 5 hours or more and rest periods of 10 consecutive minutes will be given to all employees working more than 3 1/2 hours in one day. One 10-minute rest period will be given for each 4-hour period worked, and must be taken as close as possible to the middle of each work period. Relief breaks INCLUDE any time you spend on personal affairs (including but not limited to, personal telephone calls, chatting with co-workers, snacks, working on personal correspondence or bills, placing call, receiving calls and talking on your cell phone) during the workday, other than lunch. Lunch breaks and relief breaks may NOT be combined. Due to business necessity, you may be required to work through your meal period, in which case you will be paid for that time.

7. Every employee working 5 hours or more must take a 30-minute unpaid meal period when they are relieved of all duties during that meal period and the employee may leave the premises if they desire. Employers have no obligation to ensure that employees did no work during the meal period, or that employees took their allowed meal period time-off. For employees working less than 6 hours, this meal period may be waived by mutual agreement of the employer and the employee (requests must be made in writing by the employee). Because these periods often fall during times of peak activity, meal periods may be staggered to allow for continuous coverage of the office and telephone. The meal period must be taken no later than 5 hours into the employee’s workday.
ATTENDANCE/ABSENCE

ADCS expects employees to be punctual and reliable in reporting for scheduled work hours. Absence means an employee is absent from work, whether scheduled or unscheduled. Bereavement leave, military leave, jury duty and days missed due to a work-related injury are exempt from this definition.

Continued tardiness or extensive absence may result in termination.

Attendance is an important determinant of your overall performance. Regardless of SICK TIME (see benefits section), availability and payment, ADCS has established guidelines for unplanned absence, and employees are subject to disciplinary action for excessive tardiness or unplanned absences.

In particular, the following matters may be subject to review:

- Pattern of unplanned absences on Mondays and/or Fridays, or immediately following a holiday;
- Pattern of unplanned absences on days when specific office activities are scheduled; unplanned absences on days for which vacation time was requested and denied.

In the event of an unplanned absence you must PERSONALLY REPORT TO YOUR SUPERVISOR your inability to work AT LEAST 4 HOURS BEFORE the beginning of your scheduled start time or as soon as you are aware you will not be able to report to work, in order to allow your Supervisor time to make the necessary arrangements to cover your shift and responsibilities. IT IS NOT APPROPRIATE TO LEAVE A MESSAGE ON VOICE MAIL, WITH THE ANSWERING SERVICE, OR VIA TEXT MESSAGING TO REPORT AN ILLNESS. If you are unable to make the call personally, you must still make arrangements to have someone notify the office.

It is your responsibility to keep in touch, DAILY, with your Supervisor on each day of continued absence. When absent from work for 3 or more days, ADCS may require a written doctor’s certificate validating your illness and a return-to-work date. If your illness is expected to last beyond 3 days, you must contact your Supervisor to determine, with the Human Resource Supervisor, your leave status.

If you know, in advance, of a pending absence (e.g.; a scheduled surgical procedure), you are asked to notify your Supervisor immediately to allow as much time as possible to make staff scheduling arrangements.

Unauthorized, unreported or excessive absences will result in termination for cause. This includes a pattern of unplanned absences on Mondays and/or Fridays, or immediately following a holiday; A pattern of unplanned absences on days when specific office activities are scheduled; and unplanned absences on days for which vacation time was requested and denied.
Unreported absences of two consecutive days are considered to be voluntary resignation without notice. This also applies in the case of an employee failing to return to work after an approved leave of absence. It may become necessary to fill the job of an employee on extended leave of absence because of a need in the work schedule. The ADCS group insurance policy will remain in effect for the remainder of the month. The employee will be responsible for payment of his/her share of the premium if the leave extends beyond that insurance period.

LEAVES OF ABSENCE

GENERAL PROVISIONS

The Company may grant a leave of absence in certain circumstances. You should notify your supervisor/administration in writing as soon as you become aware that you may need a leave of absence. The Company will consider your request in accordance with applicable law and the Company’s leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with your manager during your leave, and giving prompt notice if there is any potential change in your return date.

PERSONAL LEAVES OF ABSENCE

An unpaid leave of absence may be granted, if business conditions permit, and provided there are good and sufficient reasons, such as family illness or urgent personal need. A request for a personal leave of absence must be made in writing to the employee’s manager. Any leave of absence granted must also be in writing and approval from Human Resources and Dr. Binstock. An unpaid personal leave is granted at the discretion of management, and all requests are evaluated on a case-by-case basis.

Unless otherwise required by law, employees must use all accrued vacation/sick time before applying for and being granted an unpaid leave of absence.

Employees may be eligible to apply PFL during a personal leave of absence (see Paid Family Leave at Section). If PFL benefits are granted by the EDD they will run concurrently with an otherwise authorized personal leave of absence. In such circumstances, the use of PFL benefits and/or paid time off during the personal leave period will not extend the length of the leave beyond what may be granted by the Company. The receipt of PFL also does not create a right to benefits during a personal leave of absence and does not impact the rights to reinstatement set forth in this personal leave policy.

The number of employees on a personal leave of absence at any one time shall be subject to the reasonable requirements of the Company with respect to the efficient and orderly operation of the Company.

For those employees receiving group health benefits, the Company does not pay your group health premiums during a leave of absence. Employees wishing to maintain their insurance
coverage during a leave of absence must prepay health insurance premiums on a monthly basis, if you elect to continue insurance coverage under COBRA. If an employee takes a leave of absence of less than one (1) month and elects to continue their insurance under COBRA, the premium must be paid by the employee on a prorata basis.

Benefit credit will not be accrued towards vacation/sick for the duration of the leave. Employees returning from a leave of absence during the course of a calendar year will receive only a prorated portion of vacation/sick benefits for the duration of that year.

It should also be noted by the employee that a return to work from a leave of absence is contingent upon an available opening at that time and should be verified with your employer before reporting back to work.

Any employee who fails to report for work at the end of an approved leave may be deemed to have voluntarily resigned.

MEDICAL DISABILITY LEAVE

Eligibility and Duration. Full time and part time Employees may take a temporary disability leave of absence if necessary to reasonably accommodate an extended illness, a workplace injury or a qualified disability under the Americans with Disabilities Act or the Fair Employment and Housing Act. This leave is not available for family medical emergencies. The leave’s duration shall not extend more than 2 months unless federal or state law require greater accommodation. Leaves will also not extend past the date on which an employee becomes capable of performing his/her position’s essential job functions, with or without reasonable accommodation, whichever is less.

An employee taking temporary disability leave must substitute any accrued sick pay and vacation pay for the leave. Aside from use of sick pay and vacation pay, the temporary disability leave will be unpaid.

Procedure for Requesting Medical Disability Leave. Requests for temporary disability must be submitted in writing to and approved in advance by the Human Resource Supervisor. Requests should be made as soon as the employee is aware of the need for such leave or transfer. Employees are expected to file for CA-SDI when appropriate. The Company coordinates benefits with the State of California Short-term Disability Insurance (CA-SDI) program. Coordination of benefits means that the Company will pay accrued sick and/or vacation time towards the difference between CA-SDI payments received by the employee, and the employee’s regular wages. Please see the Human Resource Supervisor if you will be applying for CA-SDI.

Medical Certification. All requests for temporary disability leave must be support medical certification from a healthcare provider. The medical certification must include the following information: (see next page)
1. The date on which the employee became disabled;
2. The probable duration of the period or periods of disability;
3. An explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position without undue risk to him/herself or to other persons;
4. An explanatory statement describing what accommodations, if any, will assist the employee with performing the essential functions of his or her position.

**Effect on Benefits.** Employees are responsible for paying the full cost of their own health insurance premiums for any leave of absence which extends for more than 30 calendar days. These days need not be consecutive. Employees on leave will accrue employment benefits, such as holiday leave and vacation leave only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such leave, otherwise you will not earn vacation or holiday leave. Sick leave does not accrue when employees are not working such as when they are out on vacation, sick or on disability. The duration of leave is not considered “active service.”

**Reinstatement.** Each employee who has taken a temporary-disability leave must keep the Human Resource Supervisor advised of the disability status and must contact the Human Resource Supervisor at least two weeks prior to the expiration of the scheduled leave to discuss the employee’s return to work. An employee desiring to return to work from temporary-disability leave shall be given his or her former position when staffing needs permit. The Company, however, cannot guarantee that the employee’s former position, or any other position, will be available upon the expiration of the scheduled leave or that you will be reinstated after such leaves.

**PAID FAMILY LEAVE PROGRAM**

In 2002, legislation in California (Senate Bill 1661) extended disability compensation to California employees who take time off work to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a new child. This program, known as Paid Family Leave, is being administered by the California State Employment Development Department’s (EDD) Disability Insurance Branch. Employee contributions (withholdings) for Paid Family Leave began January 1, 2004, and benefits for claims began on July 1, 2004. No more than six weeks of Paid Family Leave benefits may be paid within any 12-month period.

Paid Family Leave is a component of the State Disability Insurance (SDI) program and, thus, only those workers employed in California and covered by SDI also will be covered for this benefit. The Paid Family Leave program is funded entirely through California worker contributions.

It is the employee’s responsibility to apply for Paid Family Leave benefits for which the employee may be eligible. Please contact Human Resources for more information regarding specific Company requirements or contact the EDD for a detailed explanation of the Paid Family Leave Program.

The Paid Family Leave Program is a benefit provided to employees on certain authorized leaves of absence and does not create an entitlement to leave for employees.
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

YOUR RIGHTS AND OBLIGATIONS AS A PREGNANT EMPLOYEE

If you are pregnant, have a related medical condition, or are recovering from childbirth, PLEASE READ THIS NOTICE.

• California law protects employees against discrimination or harassment because of an employee’s pregnancy, childbirth or any related medical condition (referred to below as “because of pregnancy”). California law also prohibits employers from denying or interfering with an employee’s pregnancy-related employment rights.

• Your employer has an obligation to:
  • reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
  • transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy; and
  • provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17 1/3 weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from nonleave related employment actions, such as a layoff.
  • provide a reasonable amount of break time and use of a room or other location in close proximity to the employee’s work area to express breast milk in private as set forth in Labor Code section 1030, et seq

• For pregnancy disability leave:
  • PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
  • Once your employer has been informed that you need to take PDL, your employer must guarantee in writing that you can return to work in your same position if you request a written guarantee. Your employer may require you to submit written medical certification from your health care provider substantiating the need for your leave.
  • PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four month entitlement to leave.
  • PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe “morning sickness,” gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.
  • Your leave will be paid or unpaid depending on your employer’s policy for other medical leaves. You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
  • At your discretion, you can use any vacation or other paid time off during your PDL.
  • Your employer may require or you may choose to use any available sick leave during your PDL.
• Your employer is required to continue your group health coverage during your PDL at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.

• Taking PDL may impact certain of your benefits and your seniority date; please contact your employer for details.

• If possible, you must provide at least 30 days’ advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is ground for, and may result in, deferral of the requested leave until you comply with this notice policy.

• Notice obligations as an Employee:

  • Give your employer reasonable notice: To receive reasonable accommodation, obtain a transfer, or take PDL, you must give your employer sufficient notice for your employer to make appropriate plans. - Sufficient notice means 30 days advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

  • Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, your employer may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame your employer requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. Your employer must provide at least 15 calendar days for you to submit the certification. See your employer for a copy of a medical certification form to give to your health care provider to complete.

  • PLEASE NOTE that if you fail to give your employer reasonable advance notice or, if your employer requires it, written medical certification of your medical need, your employer may be justified in delaying your reasonable accommodation, transfer, or PDL.

• Additional Rights under California Family Rights Act (CRFA) Leave

  • You also may be entitled to additional rights under the California Family Rights Act of 1993 (CFRA) if you have more than 12 months of service with us and have worked at least 1,250 hours in the last 12-month period before the date you want to begin your leave. This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious heal condition (not related to pregnancy) or that of your child, parent or spouse. While the law provides only unpaid leave, employees may choose or employers may require use of accrued paid leave while taking CFRA leave under certain circumstances. For further information on the availability CFRA leave, please review your employer’s Notice regarding the availability of CFRA leave.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee, contact your employer, visit the Department of Fair Employment and Housing’s Web site at www.dfeh.ca.gov, or contact the Department at (800) 884-1684. The text of the FEHA and the regulations interpreting it are available on the Department of Fair Employment and Housing’s Website at www.dfeh.ca.gov.
Leaves Because of Pregnancy, Child Birth or Related Conditions - Pregnancy Disability Leave (“PDL”)

An employee may take up to four months of leave (or transfer) when she is actually disabled by her pregnancy, child birth, or a related medical condition. The four months of leave is allowed for each pregnancy and is not an annual limit. Four months is defined as one-third of a year or 17 1/3 weeks, and a full-time employee working 40 hours a week is entitled to 693 hours of leave. Part-time employees working 20 hours per week are entitled to 346.6 hours of leave. The leave can be taken before or after the pregnancy and does not have to be taken all at once.

The Company will attempt to reasonably accommodate any transfer request when the request is based on the certification of a health care provider indicating such a transfer is medically advisable. This alternative position will have equivalent rate of pay and benefits.

The Company will comply with any other statutory leave requirements as detailed under current Federal and State leave laws.

Pay During Pregnancy Disability Leave

Pregnancy disability leaves are without pay. The employee may use, at her option, any accrued vacation/sick time available to her at the time of her leave. All of those payments will be integrated with any state disability or other wage reimbursement benefits that you may receive. At no time will you receive a greater total payment than your regular compensation.

As a condition of granting pregnancy disability leave, the Company requires medical certification from your health care provider. Employees are to make requests for pregnancy disability leave to their manager at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. The health care provider’s statement must certify the last day you can work and the expected duration of your leave.

Benefits During Pregnancy Disability Leave

The Company will maintain, for up to a maximum of 4 months, any group health insurance coverage that you were provided before the leave under the same terms as if you had continued to work. In some instances, the Company may recover premiums it paid to maintain health coverage if you do not return to work following pregnancy disability leave.

If you are on pregnancy disability leave, but you do not receive continued paid coverage, you may continue your group health insurance coverage through the Company in conjunction with COBRA guidelines by making monthly payments to the Company for the amount of the relevant premium. You should contact Human Resources for further information.

Reinstatement After Pregnancy Disability Leave

Upon the submission of a medical certification from a health care provider that you are able to return to work, you will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, you will not be entitled to any greater right to reinstatement than if you had been employed continuously rather than on leave. For example, if you would have been laid off if you had not gone on leave, then you will not be entitled to reinstatement. Similarly, if your position has been filled in order to avoid undermining the Company’s ability to operate safely and efficiently while you were on leave, and there is no equivalent position available, then reinstatement will be denied.

If upon return from a pregnancy disability leave you are unable to perform the essential functions of the job because of a physical or mental disability, the Company will attempt to accommodate you.
AMERICANS WITH DISABILITIES ACT

The Company complies with the Americans with Disabilities Act (ADA) and applicable state laws regarding disabilities. Reasonable accommodations may be made by the Company to enable individuals with disabilities to perform the essential functions of their jobs. In those circumstances where a disability cannot readily be determined, written verification of the disability from a qualified medical professional may be required in order for accommodation to be considered. The definitions of disability, reasonable accommodations and other aspects of the Act are complex and are not addressed in this handbook. Please contact Human Resources for additional information.

TIME OFF TO VOTE

On Election Day, an employee should make arrangements to vote prior to or after normal working hours. Voting polls are open from 7:00AM to 8:00PM on election days or you may vote by Absentee Ballot. Reasonable time off will be permitted to vote in local, state and federal elections. If you will need time off for voting, you must request the time off, in writing, at least 14 DAYS PRIOR TO THE ELECTION.

CRIME VICTIMS’ LEAVE

If you have been a victim of a crime you may take time off to seek medical attention for injuries caused by the crime or to attend judicial proceeding related to the crime. Documentation from a medical professional showing treatment from these injuries or a police report indicating you were a victim of violence must be presented to your Supervisor or the Human Resource Supervisor.

If you have a relative or domestic partner who has been a victim of crime, you may take time off to attend judicial proceedings related to the crime and must submit documentation of the judicial proceedings to your Supervisor or the Human Resource Supervisor.

You must use your accrued vacation. If you do not have any accrued vacation, your time off will be unpaid.

You are eligible for this leave if you:
1. are personally a victim of a crime;
2. have a spouse, child, stepchild, brother, sister, stepsister, mother, stepmother, father or stepfather who was a victim of a crime; or
3. have a registered domestic partner who was a victim of a crime.

DOMESTIC VIOLENCE LEAVE

If you are a victim of domestic violence, you are eligible for unpaid leave. You may request unpaid leave if you are involved in a judicial action, such as obtaining restraining orders or appearing in court to obtain relief to ensure your or your child’s health, safety or welfare.
You may also request unpaid leave to:
1. seek medical attention for injuries caused by domestic violence or sexual assault;
2. obtain services from a domestic violence shelter, program, or rape crisis center as a result of
domestic violence or sexual assault;
3. obtain psychological counseling related to an experience of domestic violence or Sexual
assault;
4. participate in safety planning; and take other actions to increase safety from future domestic
violence or sexual assault;
5. including temporary or permanent relocation.

You need to provide, to your Supervisor or the Human Resource Supervisor, notice and
certification of your need to take leave under this policy. Certification may be provided by any of
the following:
• A police report indicating that you were a victim of domestic violence;
• A court order protecting or separating you from the perpetrator of an act of domestic violence
or other evidence from a court or prosecuting attorney that you appeared in court; or
• Documentation from a medical professional, domestic violence advocate, health care
provider or counselor that you were undergoing treatment for physical or mental injuries or
abuse resulting in victimization from an act or domestic violence.

ADCS will, to the extent allowed by law, maintain confidentiality if you request leave under this
provision.

SCHOOL ACTIVITIES LEAVE

If you give ADCS reasonable advance notice, in writing, to your Supervisor, you will be given
up to 40 hours per school year:
1. to appear at your child’s school when required to do so by the school because the child has
been suspended; and
2. to visit your child’s school.

No more than 8 hours may be taken in any one calendar month, and accrued vacation must be
used for this time off. You must provide ADCS with documentation from the school as proof that
you visited the school on a specific date and time. If both parents are ADCS employees, only one
parent may have time off on any one day without special written authorization from ADCS.
MILITARY LEAVE

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA. Further, if you are a spouse or registered domestic partner of a member of the military, you may be entitled to an unpaid leave during a period of military conflict. For information on military leave, contact Human Resources.

ELIGIBILITY FOR MILITARY LEAVE

The Company provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services include the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or emergency.

Service consists of the performance of any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty and absence from work for an examination to determine fitness for such duty. Total military leave time may not exceed five years during employment, except in special circumstances.

Notice of Military Leave

When an employee receives orders for any active military duty (including any call to active duty), the employee must advise his or her manager or Human Resources immediately of the pending absence, unless military necessity requires otherwise or if providing notification would be impossible or unreasonable. In such an event, the employee must advise his/her manager or Human Resources of the need for military leave as soon as possible after becoming aware of the need for the leave.

Accrued vacation time will be paid during military leave at your request. Employees on military leave may elect to continue their health plan coverage at their own expense for up to 24 months or during service, whichever is shorter.

REINSTATEMENT FROM MILITARY LEAVE

In order to be eligible for reinstatement, the employee must have provided advance notice of the military obligation and have completed his or her service honorably. Employees who are absent from work 30 days or less or who are absent to take a fitness exam must report to work at the beginning of the first regularly scheduled work day falling 8 hours or more after the employee returns home. If the employee serves 31 to 180 days, he or she must apply for reemployment within 14 days after completing service. If the employee has served 181 days or more, he or she must apply for reemployment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Temporary employees may not be eligible for reinstatement following military leave and reinstatement may not be required for other employees in some circumstances. Full details regarding reinstatement are available from Human Resources.
REINSTATEMENT FROM MILITARY LEAVE (continued)

In general, an employee returning from military leave will be reemployed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Company will provide training to assist the employee in the transition back to the workforce.

An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began. Upon reinstatement, the employee will accrue vacation benefits at the rate he or she would have attained if no military leave had been taken.

USERRA supersedes state laws that limit or condition its rights or benefits; however, it does not displace state laws that provide greater rights. Please contact Human Resources for further details.

Employees in California who serve in the military are entitled to the rights and protections set forth in the California Military and Veteran’s Code. Among other things, the Code prohibits discrimination against members of the military or naval services of the state or the United States, and grants members of the National Guard or U.S. Reserve a temporary leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, and special exercises or like activities. This leave is not to exceed 17 calendar days annually.

MILITARY SPOUSE LEAVE LAW

Any employee of ADCS working 20 or more hours per week with a spouse in active military duty returning “for military rest from active duty in a war zone” may request up to 10 days of unpaid leave. Advance notice of at least 2 business days is required and ADCS and may request a copy of the military deployment order. Eligibility standards, length of leave and reinstatement rights will comply with state law.

BEREAVEMENT LEAVE

Following a death in the immediate family, a regular full-time employee is granted 1 day of paid bereavement leave per year. Immediate family includes employee’s father, mother, grandmother, grandfather, father-in-law, mother-in-law, sister, brother, spouse or child.

CIVIC RESPONSIBILITIES

Whenever an employee is called for jury duty, full salary will be paid by ADCS for up to one day annually for jury service. An amount will be subtracted, however, for all fees received by the employee from the government for jury duty. The employee will then keep any payments received for transportation in connection with jury duty.

It is your responsibility to provide your Supervisor with at least a week’s notice that jury duty may be required. It is also required that you return to work on the day of jury duty if you are released any time prior to 3:00PM. If you are chosen to serve on a jury you must obtain proof of service each day that you serve and this documentation is to be submitted to the Human Resource Supervisor. Failure to provide certification of jury duty will result in non-payment for that day.
WORKERS’ COMPENSATION LEAVE

Employees who have an accepted claim for workers’ compensation benefits may be eligible for an unpaid leave of absence until such time as they are medically released to return to work or deemed permanent and stationary. You are permitted to utilize accrued paid leave in coordination with any workers’ compensation benefits up to an equivalent of full regular pay; depending upon your state of employment, you may be required to do so. Unless otherwise entitled to a continuation of benefits by use of paid leave for the absence, health benefits during any period of workers’ compensation leave are discontinued. Employees who lose employer paid health coverage during such leave shall receive a COBRA notice describing the process for continuing such coverage.

Workers’ compensation benefits usually do not cover compensation for absences for medical treatment. When you report a work-related illness or injury, depending on the severity, you will be sent for medical treatment if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment. Any further medical treatment will be under the direction of the health care provider. For any absences from work for follow-up treatment, physical therapy or other prescribed appointments, the employee must use paid accrued leave or the leave will be unpaid.

Upon submission of a medical certification that an employee is able to return to work, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. If an employee is released for modified duty, the Company will attempt to provide alternate work. As long as alternate work can be provided, an employee is expected to return to work.

If, after returning from a workers’ compensation leave, an employee is unable to perform one or more of the essential functions of his/her job because he/she is a qualified individual with a physical or mental disability, the Company will engage in the interactive process to determine whether reasonable accommodation can be made consistent with state and federal disability laws.

JOB ABANDONMENT

Any employee who is absent for three or more consecutive working days (based on his or her normal work schedule) without notifying his or her management may be terminated for job abandonment and may not be eligible for rehire. Managers and employees are responsible for adherence to company policy. Failure to do so may result in disciplinary action up to and including termination.
EMPLOYMENT AT WILL TERMINATION AND RESIGNATION

Employment is at the will of the employee or employer. Either party may terminate your employment, with or without notice, with or without cause, and with or without advance notice. This means that you may quit at any time with or without notice, and ADCS may terminate your employment at any time without notice. There is no promise that employment will continue for a set period of time, nor is there any promise that your employment will be terminated only under particular circumstances. No one has the authority to make representations inconsistent with this policy. This policy supersedes all written and oral representations that are in any way inconsistent with it.

Moreover, no one in the organization, other than Dr. Binstock, has the authority or legal ability to modify the at-will employment relationship. This can only be done if it is clearly set forth in a written agreement that is signed by Dr. Binstock and the employee in question.

No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy or practice. Examples of the types of terms and conditions of employment that are within the sole discretion of ADCS, include, but are not limited to, the following:

Promotion; demotion; transfers; hiring and discharge decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation or expansion of operations; sale, relocation, merger or consolidation of operations; determinations concerning the use of equipment, methods or facilities; or any other terms and conditions that the Company may determine to be necessary for the safe, efficient and economic operation of its business.

Termination and Resignation

1. If you decide to terminate your own employment, we request you provide written notice of your resignation at least two weeks prior to the effective date.
2. Following termination of employment, the employer, upon request, will provide a prospective new employer with a reference, which will include the following information regarding past employment of the terminated employee:
   • Length of employment
   • Work schedule (part-time or full-time)
   • Job description (responsibilities and job functions carried out by the employee)
EMPLOYMENT CLASSIFICATION

ADCS places employees into one of two classifications, exempt or nonexempt. At the time of hire, the employee will be informed by the Human Resource Department if his/her status is exempt. This can change during the course of employment if the position changes.

NON-EXEMPT EMPLOYEE: “Non-Exempt Employees” include all employees who are assigned a majority of duties by ADCS which are classified as Non-Exempt by the overtime provision of the Federal Fair Labor Standards Act or any applicable state laws. Employees in this category are entitled to premium pay in accordance with State and Federal law.

EXEMPT EMPLOYEE: “Exempt Employees” include all employees who are assigned a majority of duties by ADCS which are exempt from overtime provisions of the California Fair Labor Standards Act and/or any other applicable laws.

REGULAR FULL-TIME EMPLOYEE: A “Regular Full-time Employee” is defined as an employee who is regularly scheduled for forty (40) hours per week. Regular Full-time Employees are entitled to benefits, provided they meet the specific eligibility requirements for each benefit, and have completed their introductory period.

REGULAR PART-TIME EMPLOYEE: A “Regular Part-time Employee” is defined as an employee who is hired on a regular basis to work less than forty (40) hours per week. Regular part-time employees are entitled to benefits, provided they meet the specific eligibility requirements for each benefit.

TEMPORARY EMPLOYEE: A “Temporary Employee” is defined as an employee who is hired for work on a temporary, limited-term basis for either a specified or unspecified period of time or on an on call basis. A temporary employee can be either one who replaces an absent employee or is hired for a special assignment. Employees will not automatically change from Temporary to another status merely by working in excess of the period originally expected and designated. An employee will change from Temporary to another status only if advised of such a change, in writing, by the Physician Shareholder and the Human Resource Supervisor. Such notification will indicate the effective date on which an employee attained or will attain an alternate status. Temporary Employees are not eligible for any ADCS sponsored benefits, unless they work in the San Francisco office in which case they may be eligible for San Francisco Paid Sick leave ordinance and San Francisco Health Care Security ordinance.
CONFIDENTIAL INFORMATION

Information about patients, their illnesses, or their personal lives must be kept completely confidential. When talking with a patient or guardian about any matter, try to do it in such a way that other patients waiting in the office will not overhear. Case histories, confidential papers, and even the appointment book should be kept where passing patients will not see them. Do not give advice on personal matters even if asked.

Do not give out information regarding a patient to anyone without verifying that the information may be released under California regulations and law. If the information may be released, it may be provided in a written format to physicians, patients, or parent’s or legal guardians, upon receipt of written authorization signed by the patient. Such information may be released by telephone only in an emergency. If you received a subpoena for medical information, notify the patient’s doctor for directions before releasing the information.

DO NOT GIVE ADVICE TO PATIENTS ON PERSONAL MATTERS, even if they ask for it. IT IS IMPROPER FOR YOU TO REVEAL INFORMATION ON A PATIENT EVEN TO ANOTHER MEMBER OF THE PATIENT’S FAMILY. If patients ask you questions about their own case, REFER THEM TO THEIR PHYSICIAN*.

Medical information can only be released to the name/s listed on the “Acknowledgement of Receipt of Notice of Privacy Practices” form, signed by the patient and filed in the patient’s chart. Whether in person, by letter or telephone call, any request for medical records from any source, including governmental agencies, and by subpoena MUST be approved and signed off by the doctor, and must also include the patient’s SPECIFIC WRITTEN release of any HIV RESULTS. (NOTE: HIV RESULTS CANNOT BE RELEASED WITHOUT THE PATIENT’S SPECIFIC WRITTEN CONSENT.)

THE RELEASE OF ANY RECORD OR PATIENT INFORMATION, if approved by the physician, MUST BE dated and ENTERED IN THE PATIENT’S medical CHART /record AND the HIIPA LOG.

HIV TEST RESULTS CANNOT BE RELEASED TO ANY PERSON, INSURANCE COMPANY OR GOVERNMENT AGENCY, ETC., WITHOUT A SPECIFIC AND SEPARATE RELEASE REQUEST FORM FOR EACH SPECIFIC RELEASE—under penalty of law and are to be filed in a separate red folder within the patient’s chart.

Patients may review their own records upon written consent of Dr. Binstock, or the other medical providers, and are entitled to a copy of their records, for which they will be charged a coping fee, upon their written request and after the consent and review by Dr. Binstock or other Providers.

Note: In most cases, physicians’ offices may release medical information regarding minor patients to parents or legal guardian. There are, however, some exceptions. See the publication “California Confidentiality Law: When Parents May Access Adolescent Medical Records” from the National Center for Youth Law. (www.teenhealthrights.org).

Employees will comply with HIPAA (Health Insurance Portability and Accountability Act) standards when working with or transmitting any health information.
PERSONAL ACTIVITIES

The standard of efficiency is necessarily very high for personnel in a professional office. There is seldom a moment when all the work is done. There are always some past records in need of updating or filing, as well as future seasonal work peaks to prepare for. Employees are therefore expected to postpone personal tasks until after work or during the lunch period. Occasionally, personal telephone calls may have to be received or made during business hours. A small number of such calls will be permitted, provided they are local, limited to lunch or break periods and away from work area, and handled in such a way as not to interfere at all with your job responsibilities. Use of personal cellular telephones or personal digital assistants (PDA) is subject to the same restrictions. Use of your cell phone or PDA for telephone calls, texting, web browsing, emailing, or other applications is prohibited during work hours other than when you are away from the work area during your break or lunch.

Internet activity shall be limited to business applications. Any personal usage during regular business hours is strictly prohibited. Any usage after business hours is prohibited.
COMPUTER EQUIPMENT AND SOFTWARE

Unauthorized installation of software on the employer’s computer equipment is strictly prohibited. Only software purchased directly by the employer may be installed. Any unauthorized installation of software or other unauthorized use of employer’s computer equipment may result in immediate termination.

Computers are provided and maintained only for ADCS business purposes. Employees are not permitted to use computers for personal matters, or to maintain personal files on computer or server/network storage drives. Employees have no right to privacy or to access of any programs or files on Company computer equipment.

Sharing personal files using the ADCS information network is prohibited. This includes emailing attachments, sharing music file directories, and other personal behavior that may affect performance and security of ADCS’s computer network.

File Storage. All employees are required to keep all correspondence, and ADCS business related files of any type on an appropriate server. **NO DATA OR DOCUMENTS ARE TO BE STORED ON LOCAL COMPUTER DRIVES.**
ADCS reserves the right to block storage of any and all documents on local drives.

Restricted Access. Employees may access only files or programs, whether computerized or not, that they have permission to access.

Restricted Use. Employees may not copy software from ADCS for personal use. Similarly, employees may not download programs from the Internet onto ADCS’ computer systems. Unauthorized duplication, dissemination, removal, installation, damage, or alteration of files, password, computer systems or programs or other property or improper use of information obtained by unauthorized means is not tolerated. In addition, unauthorized downloading may result in contamination from computer viruses. Such contamination of validated computers is prohibited and will be severely disciplined.

Copyright Laws. Employees must keep in mind that computer software is protected from unauthorized copying and use by federal and state laws. Unauthorized copying or use of computer software exposes both ADCS and the individual employee to substantial fines and/or imprisonment.

Unauthorized Encryption/Encoding. An employee may not encrypt or encode any voice mail or e-mail communication or any other files or data stored or exchanged on ADCS systems without the prior written permission from the Human Resource Department. If approval is granted, the HR Department will indicate a procedure for the employee to deposit any password, encryption key or code, or software with the HR Department so that the encrypted or encoded information can be accessed in the employee’s absence.

Personal Use. ADCS technical resources are not to be used for personal gain or the advancement of individual views. Employees who wish to express personal opinions on the Internet are encouraged to obtain a personal account with a commercial Internet service provider and to access the Internet without using ADCS resources. Employee postings are not permitted on ADCS’s Internet web page or Intranet/Extranet.

Identity. Technical resources should not be accessed using another person’s password(s). An employee should also not provide his or her password to other employees (except their Supervisor, upon request), or to anyone outside ADCS.

Violation of any guidelines in this policy will result in disciplinary action up to and including termination. If necessary, ADCS will advise appropriate legal officials of any illegal violations.
VOICE-MAIL, E-MAIL & INTERNET ACCESS

Company-Maintained Systems. Voice-mail and electronic mail (e-mail) systems are maintained by this company in order to facilitate company business. Therefore, all messages sent, received, composed, and/or stored on these systems are property of the employer.

Personal Use Extremely Limited: These systems are to be used by employees in conducting business and are not for employees’ personal use. The company understands that on occasion immediate family members may need to leave messages on the voice-mail system for an employee, and is willing to accommodate such personal use of the system to a limited degree. However, personal use of the voice-mail system which interferes with an employee’s work performance will not be tolerated.

Identity. E-mail or other communications, that either mask an employee’s identity or indicate that they were sent by someone else, are prohibited.

Privacy Not Guaranteed: The company reserves the right to access an employee’s voice-mail and e-mail messages (outgoing and incoming) at any time. Therefore, an employee’s outgoing voice-mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private, and passwords must be made known to the company by all employees. ADCS maintains the right to inspect, investigate or search employees’ files or documents, even overriding passwords, codes or locks as necessary in the best interest of ADCS, its employees, customers or visitors. Electronic information created and/or communicated by an employee using ADCS tools, such as software, Internet and World Wide Web access, voice mail, telephones and e-mail may be monitored by ADCS. Employees should keep in mind the following:

• ADCS monitors the performance, usage, and cost-effectiveness of its technical resources and periodically gathers information such as the number, frequency, time of day, and duration of calls or Internet/web site visits.
• ADCS may review, at its discretion, any employee’s voicemail, email, electronic files and messages as well as the volume and content of usage.

Electronic communications and files are neither private nor confidential. Others within or outside ADCS may read them without your prior permission.

Erasure Not Reliable: Employees should be aware that even when a message has been erased, it still may be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has remained private.

Message Access: Messages on the voice-mail and e-mail systems are to be accessed only by the intended recipient and by others at the direct request of the intended recipient. However, the company reserves the right to access messages on both systems at any time. Any attempt by persons other than the above to access messages on either system will constitute a serious violation of company policy.
Harassment and Discrimination: Offensive, harassing or discriminatory content will not be tolerated. Each employee is responsible for the content of all text, audio or images that he or she places, views, saves or sends using ADCS’s technical resources. Messages stored and/or transmitted by voice mail or e-mail may not contain content that may reasonably be considered offensive or disruptive to any employee. Offensive content would include, but not be limited to, sexual comments or images, racial slurs, gender-specific comments, or any comments or images that would offend someone on the basis of his or her age, sexual orientation, religious or political beliefs, national origin or ancestry, veteran status, marital status, medical condition or physical or mental disability or that would offend someone in any other group that is protected by federal, state or local laws.

Internet Access: The Internet offers a vast amount of easily accessible information to those who access it. The Company is linked to the Internet to allow employees access to information and resources for Company purposes and in order to enable employees to perform their job duties more efficiently. Any employee access to the Internet for non-Company purposes must be authorized in advance and in writing. Accessing pornographic, offensive or other inappropriate information in violation of Company policy is expressly prohibited and may result in termination. Employees are urged to use their common sense and judgment.

HIPAA AND HI-TECH RULES REMINDER

RECORD RELEASES:
All record releases are to be signed by the Physician or PA without exception.

When a record is released, it must be noted in the patients paper chart to whom and when released and, also noted on the HIPAA log, “accounting for disclosures”

The signature on the record release must be reconciled and compared with that in the patients chart. If they do not match, please bring it to the physician or PA’s attention and do not release the records.

Under the new HIPAA law, if a patient requests that a treatment or procedure not be reported to their insurance, and pays for that treatment in full themselves, then the office is obligated not to release that medical record and billing record for that specific treatment. The physician or PA will alert the front desk to fact that a visit is in the special category. A separate blue colored chart will be used for these private records, with a separate account number for that patient, instead of the patients regular chart and account number. This restriction is applicable to filing claims with insurance companies as well as health plan quality assurance audits and credentialing processing.

VOICE MAIL MESSAGES:
When a message is left on a voicemail, the information must be limited simply to the name and phone number of the person to return the call to. Do not leave lab or test results or any financial information on a voicemail.
DISABILITY INSURANCE, RELEASE OF INFORMATION:
When disclosing information to an employer or disability insurance company, we must obtain a signed authorization from the patient prior to doing so.

RESTRICTIONS ON USES AND DISCLOSURES OF PERSONAL HEALTH INFORMATION:
Unless the patient has specifically indicated to the contrary, and completed a “restriction of use disclosures of personal health information” form that we communicate only with him or her and not to a family member, we are allowed to release such information to spouse and family.

PROVIDING HIPAA PRIVACY POLICY TO THOSE WHO DON’T SPEAK ENGLISH:
If the language barrier makes it impossible to obtain a written acknowledgement, but the office believes that the acknowledgement was implied, a note stating such should be appended to the form and it will be assumed that the privacy policy was conveyed to the patient. See 1557 policy.

DOCUMENTATION THAT PATIENTS HAVE RECEIVED A COPY OF “NOTICE OF PRIVACY FORM”;
Final privacy rules requires our office to make a good attempt to obtain a written verification, that patients have received a copy of the notice as a privacy practice. Please have the patient sign an acknowledgement form when they receive a copy of the notice of privacy form and file this in their medical record. If a written acknowledgement cannot be obtained from the patient, we must document our effort to do so in the chart.

BREACH OF PRIVACY:
Staff members who cause a breach of privacy can be named as a defendant in a civil lawsuit filed against the practice.

If a practice is sued by an individual as a result of a breach of state or federal confidentiality of privacy rules, it would not be unusual for the plaintiff to name the individuals responsible, as well as the practice in such a suit.

Please be aware that you are responsible for protecting the safety of our patient’s privacy and health and financial information. Employees who intentionally or unintentionally cause the practice to fail to meet its obligations under the privacy rules will be disciplined and such discipline may include termination.

If you believe there has been a breach of personal health information or financial information, notify the HIPPA compliance officer immediately. New laws dictate how and to whom notification must be made.

There are new strict rules and penalties for breaches in the HI-TECH Act. Violations due to willful neglect, i.e. for example, leaving a chart unattended at a front desk, or aesthetician counter, or any desk after hours, or in an area where another patient can view it, has a minimum fine of $50,000 for each violation not to exceed 1.5 million for the calendar year.
YOUR RESPONSIBILITY FOR YOUR COMPUTER:
You must sign off from your access to Medical Manager Kineo Aim, EMA when you leave your
desk for a break, or for lunch and then re-login under your name upon return. Do not leave
your station logged in to medical manager for other staff to utilize. Each individual must login
themselves because of the new HIPAA penalties re employee liability, for breaches of protective
health or financial information. Each of you has a unique user ID and must use this when you
are on a computer terminal with access to patients personal health and financial information.
The law dictates that each person needs to utilize their own unique traceable identity. This is in
each of your interest, to adhere to this new federal law as it may limit your liability in event of a
breach.

CREDIT CARD SLIPS:
Misplaced credit card slips, i.e. our copy that does have the patients credit card number in full,
is a HIPAA liability re contains a complete card # that could be used, and also is our receipt
of the payment transaction, which if lost or inadvertently given to the patient, will impede our
collection of those dollars.

Credit card numbers are not to be recorded in patients charts. If they are needed for a
transaction, they are to be shredded after the transaction has been completed. Ex ordering topical
esthetic, or paying a deposit for a cosmetic procedure.

INTERNET USE POLICY AND RANSOMWARE PREVENTION AND MITIGATION

INTERNET POLICY:
1. Employees are only allowed to access the Internet to do those things necessary to do their
   job.
2. Employees may not use ADCS computers nor IMDS or Wi-Fi for non-job related functions.
3. Employees are not allowed to plug their cell phones into ADCS computers because
   ransomware can spread via cell phones.
4. Staff are never permitted to use removable media (thumb drives).
5. Only open expected e-mails and not suspicious and unexpected e-mail containing attachment
   labeled “Invoice,” “resume,” “statement.” Hackers are smart – they develop icons that lead
   you to believe they are sending you word or excel documents. Never click unsolicited links
   or open unsolicited attachments.
6. Tell management if you realize that a link that was clicked on, a file attachment opened,
or a website visited that may have been malicious in nature or if you use or if you use
increased activity with central processing unit or disc activities for no apparent reasons (due
to ransomware searching for encrypting and memory data files). If you note any of the
above, isolate that computer immediately. Turn it off and remove immediately from network.
Power off affected devices that have not yet been completely corrupted.
7. Staff are bit allowed to take picture of patients or procedure with their cell phones or personal
   mobile devices.
PERSONAL DIGITAL ASSISTANTS (PDA) AND CELL PHONES

You may not access ADCS’s computer network with your cell phone or PDA.

To protect the privacy of our employees and medical staff and to reduce the opportunities of illegal harassment, the company regulates the use of electronic equipment used to capture images: such as camera phones, camera PDAS, video equipment, cameras, handheld scanners, and any other device capable of capturing or storing an image in its facilities.

No personal equipment may be used for the purposes of photographing, filming, videotaping, or transmitting images of the workplace, employees, patients or any property, unless authorized by Dr. Binstock in writing. Employees are prohibited from bringing personal cameras to the office, and from using the picture and/or video features of cellphones and PDAs while in the workplace.

SOCIAL NETWORKING

ADCS views social networks such as web based discussion or conversation pages and other forms of social networking such as Facebook, Twitter, etc. as significant new forms of public communication. As such, we hold all of our employees who engage in social networking to the same standards we hold for any public communications such as: comments to a TV, radio or news reporter. Therefore, all employees have an obligation to ADCS to ensure that any public communication they make, including social networking communications, must not negatively impact the reputation of the Company or bring disrepute in any way to the Company, its owners, patients, suppliers, etc. Further, only a select group of employees are authorized to publicly speak on behalf of the ADCS. Any communications regarding ADCS regardless of when the communications occur or resources used for communicating, are subject to this policy. Violations of this policy will result in discipline which may include termination, depending on the severity of the situation and its impact on ADCS. Additionally, engaging in social networking is prohibited during work hours as it can negatively affect your productivity and work performance. Social networking during work hours, excluding breaks is prohibited, and never allowed on company computers.

- You may not use your work/company provided email account or email address as your identity or login for any social networking site. You may not use your company-provided computer for social networking activities at any time.
- You may not use your personal digital assistant or cell phone to engage in social networking activity during work hours, with the exception of rest periods and meal periods, when away from work areas.
- Exercise discretion, thoughtfulness and respect for your colleagues, business associates, patients, and our owners.
- Do not discuss internal policies or operations issues in any manner that could reflect poorly on the Company.
- Do not engage in public criticism or disparagement of Company personnel, patients, owners, suppliers or competitors.
- Confidential or proprietary company information, HIPAA protected information, or similar information of third parties who have shared such information with our Company should not be shared on any social networking site.
TELEPHONE

Good telephone manners are especially important. Identify the name of the practice and yourself. When you answer the telephone you are an active representative of ADCS. Courtesy on the telephone builds goodwill for us. Be as polite and helpful as you would if the caller were speaking to you in person.

1. Personal Telephone Calls

ADCS recognizes that employees will need to make personal telephone calls from time to time. Please keep in mind that company phone lines are generally intended for business use. Personal calls should be limited in amount and kept to no more than one or two minutes in duration, and limited to lunch or break periods and away from work area. No long distance calls are to be made. Abuse of personal telephone privileges will lead to disciplinary action and/or the suspension of personal telephone use.

2. Cell Phones

Personal cellular phones may be carried on your person. However, personal cell phone usage is to be kept to an absolute minimum and reserved for emergencies and unusual circumstances. All cell phones must be set to the “silent or vibrate” mode so as not to interfere with or distract from work activity. Please inform your friends and families of this policy. Employees who make or receive an excessive amount of personal cell phone calls or who are otherwise in violation of this policy will be subject to disciplinary action up to and including termination. If the company finds that excessive personal calls are interfering with company work, a requirement that all cell phones be turned off during business hours may be instituted. Employees are prohibited from using cell phones while operating a motor vehicle on Company business or when operating Company equipment. Writing, sending, or reading text based communication - including text messaging, instant messaging, and email - on a wireless devise or cell phone while driving on company business and/or company time is prohibited.

PERSONAL CELL PHONES

Personal cell phones are not to be used in the office except when you are on your break. It is disrespectful of our patients to show / use your phone in the office whether for it is texting or emailing.

DO NOT USE PERSONAL PHONES FOR ADCS BUSINESS

It is also against ADCS policy for staff to use their personal cell phones for ADCS business matters.
PERSONAL APPEARANCE AND CLEANLINESS

Employees are expected to wear conservative business dress that presents a professional image in the medical office. Medical/surgical assistants are expected to wear surgical scrubs or white uniform pants and professional tops with clean, white professional shoes. All employees will also be provided with an ADCS name badge which must be worn daily. Cleanliness and good grooming are also extremely important. Good hygiene habits will not only reduce the possibility of diseases being transmitted from one patient to another, but will reduce the chance of personnel contracting illnesses from the patients with whom they have contact. All staff will receive training on the practice’s general precautions, and will be expected to adhere to practicing safe techniques in the handling of contaminated materials or those items containing body fluids in accordance with OSHA standards.

Workplace safety will be considered in determining appropriateness of clothing. Items such as open-toed and open-backed footwear, or dangling earrings, may be prohibited for some employees, dependent upon their duties.

The following are not allowed:
• Blue jeans
• Shorts
• T-shirts or sweats
• Extremely tight or revealing clothing
• Any extremes in makeup, nails, acrylic nails, jewelry or hairstyle
• Clothing with advertising such as team clothing, or clothing with controversial or political messages
• Strong fragrant perfumes, colognes, cosmetics, and hairsprays
• Visible body art or tattoos are prohibited. All body art must be covered by normal clothing or uniforms while at work.
• Jewelry is limited to traditional, conservative items consistent with a professional business environment. Except for earrings, no visible body piercings are allowed.
• Examples of prohibited jewelry:
  • Excessive rings on fingers
  • Multiple earrings
  • Over-sized, dangling earrings
  • Tongue piercings that impede clear communications
  • Facial piercings

If you have clothing you feel is questionable, it is probably not appropriate for the office. Any questions in this regard should be directed to the Human Resource Supervisor.
The Company is an equal opportunity employer. The Company is committed to providing a work environment free of harassment, discrimination, retaliation and disrespectful or other unprofessional conduct based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin (including language use restrictions and possession of a driver’s license issued under Vehicle Code section 12801.9), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

All such conduct violates Company policy.

HARASSMENT PREVENTION

The Company’s policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. The Company’s anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.
NON-DISCRIMINATION

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Company, including supervisors and coworker.

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Company is not obligated to disclose the wages of other employees.

ANTI-RETALIATION

The Company will not retaliate against you for filing a complaint or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees or co-workers.

Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

The Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

COMPLAINT PROCESS

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to your supervisor or to: [any other Company supervisor, the HR Manager, the EEO officer, the president, the personnel manager, the office manager, the designated]
ombudsperson] as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the [e.g., personnel manager, HR manager, EEO manager, designated ombudsperson]. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

The Company encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.dfeh.ca.gov and www.eeoc.gov.

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the [e.g., personnel manager, HR manager, EEO manager, designated ombudsperson] of the Company so the Company can try to resolve the complaint.

When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Company will reach reasonable conclusions based on the evidence collected.

The Company will maintain confidentiality to the extent possible. However, the Company cannot promise complete confidentiality. The employer’s duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the Company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company also will take appropriate action to deter future misconduct.

Any employee determined by the Company to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.
WORKPLACE VIOLENCE POLICY

ADCS is committed to providing a safe workplace for its employees. Violent or threatening behavior by employees, consultants, patients, customers, vendors, visitors, or anyone else on company property or engaging in company-related activity is prohibited.

Workplace violence includes, but is not limited, to the following:
1. Threats of any kind.
2. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others.
3. Any other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, and sabotage.
4. Bringing weapons or firearms of any kind on Company premises, including parking lots, or while conducting Company business.

Any employee who observes or becomes aware of any of the behavior described above should immediately notify the Human Resource Supervisor. Employees also should promptly notify the Human Resource Supervisor if a restraining order is in effect or if a potentially violent non work-related situation exists that could result in violence in the workplace.

ADCS will conduct a prompt and thorough investigation. ADCS will maintain the confidentiality of the reporting person to the extent possible. Retaliation against any employee who reports workplace violence will not be tolerated.

Employees who violate this policy will be subject to disciplinary action up to and including termination.
DRUG AND ALCOHOL FREE ENVIRONMENT

Alcohol and drug abuse ranks as one of the major health problems in the United States. Our employees are our most valuable resource, and their safety and health is of paramount concern. We are committed to providing a safe working environment to protect our employees and others; to provide the highest level of service; and to minimize the risk of accidents and injuries.

General Policy
Each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs, or alcohol can impair your reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, we have adopted a policy that all employees must report to work and remain completely free of illegal drugs and alcohol.

Drug Use/Distribution/Possession/Impairment
All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs at all times. Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained under federal law. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription. Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

Alcohol Use/Distribution/Possession/Impairment
All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto Company premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee’s job performance.

Prescription Drugs
The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. The use of prescription drugs and/or over-the-counter drugs may also affect employees’ job performance and seriously impair employees’ value to the Company. Any employee who is using prescription or over-the-counter drugs which may impair his or her ability to safely perform the job or may affect the safety or well being of others must submit a physician’s statement that the prescription drug use will not affect job safety.

Employees are not required to identify the medication or the underlying illness. Various federal, state, and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate, these laws.
Counseling and Rehabilitation
Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available PTO, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee.

An employee’s decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. The Company’s support for treatment and rehabilitation does not obligate the Company to employ any person who violates the Company’s drug and alcohol abuse policy or whose job performance is impaired because of substance abuse. The Company is also not obligated to reemploy any person who has participated in treatment or rehabilitation if that person’s job performance remains impaired as a result of dependency. A request for help is considered voluntary only if it is made before the employee is asked to submit to a drug or alcohol test or is discovered to have otherwise violated this policy.

Drug & Alcohol Testing Program
1. Testing of job applicants and employees for drug and/or alcohol use may be conducted under the following circumstances:
   a. When there is a reasonable suspicion that an employee is under the influence of drugs and/or alcohol or is otherwise in violation of this policy. “Reasonable suspicion” means suspicion based on information regarding the appearance, behavior, speech, attitude, mood, and/or breath odor of the employee.
   b. During and/or after an employee has participated in a rehabilitation program.

The following conditions apply to the testing of employees for drugs:
2. At the time an employee is directed to submit to drug testing, he/she shall be informed of the reasons he/she is being directed to submit to the testing. Any refusal to be tested constitutes insubordination which is in itself grounds for discipline. Moreover, refusal to consent will not protect the employee from discipline for violating the drug and alcohol policy because the Company will decide whether to discipline based on other available evidence.

Searches of employees and of property, including desks, storage areas, work areas, lockers, file cabinets, and Company vehicles or other Company property, may be conducted at the discretion of the Company and must be conducted according to this policy. All such areas must be kept clean and are to be used only for work purposes. The Company reserves the right, at all times, and without prior notice, to inspect any and all Company property for the purpose of determining if this policy or any other Company policy has been violated. Such inspections may be conducted during or after business hours and in the presence or in the absence of the employee. In addition, all vehicles and containers, including but not limited to bags, boxes, purses, briefcases, lunch containers, etc., brought onto the Company’s property, including parking lots, or onto a job site, or the property in/or facilities of customers, clients and/or vendors of the Company are subject to inspection at any time that a reasonable suspicion exists that this policy has been violated and such an inspection is reasonably necessary to investigate such violation.
Refusal to consent to a search or an inspection when requested constitutes insubordination and the Company may take disciplinary action.

Compliance with the Drug-Free Workplace Act
1. Employees must, as a condition of employment, report any conviction under a criminal drug statute for violations occurring on the Company’s premises or while conducting Company business. A report of a conviction must be made to the Company within five days of the conviction.

2. Within thirty (30) days of the date the Company learns of an employee’s conviction, it will discipline such employee. An employee who is not terminated will be required to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program.

**DRIVING ON COMPANY BUSINESS**

Employees who drive a vehicle (personal, leased, or company-owned) on any Company business must have both a valid driver’s license and liability insurance which meets or exceeds legal requirements. Prior to driving, the employee must provide Management with current copies of a valid driver’s license and proof of auto insurance. Upon policy renewal, it is the employee’s responsibility to provide Management with a copy of their current auto insurance policy.

If you drive a company vehicle or your own personal vehicle at any time while on company business, you must:

- Possess and carry a valid driver’s license for the state in which you reside and also provide a copy of your valid driver’s license to Management to keep on record.
- Maintain your personal vehicle, if used, in safe, neat and clean condition. Keep accurate odometer records. The company reserves the right to verify mileage when vouchers are submitted for reimbursement.
- Carry proof of auto insurance in the car at all times.
- Practice defensive-driving techniques at all times to guard your safety and the safety of others. Abide by all safety regulations, such as wearing a seat belt, follow all posted signs and speed limits, and abide by all traffic regulations, laws and ordinances.
- Promptly and properly report to your immediate supervisor all accidents, including personal injury, regardless of whether there is apparent damage and/or injury.
- Never operate a company vehicle or a personal vehicle on company business when you are under the influence of alcohol or drugs.
- Many driving accidents are attributed to “driver inattention.” Anything—drinking coffee, reading a map, changing the radio station or talking on a cell phone—which distracts the driver from this focus is a concern. You must make every effort to minimize distractions while driving.
- Drive safely and responsibly.
Employees who are required to drive on company business in order to perform an essential function of their job are also subject to the following:

- Employees who receive a moving violation in their personal vehicle will be required to complete traffic school and provide written confirmation of completion within no less than 60 days after the moving violation is issued. Employees are not eligible for traffic school if they are driving a company vehicle and receive a moving violation.
- Aesthetic Dermatology and Cosmetic Surgery Medical Associates Inc. may periodically check Department of Motor Vehicle driving records. Any employee who is required to drive while working, and is considered by the DMV to be a “negligent operator” or who loses his or her driver’s license may be terminated.
- Aesthetic Dermatology and Cosmetic Surgery Medical Associates Inc.’s insurer makes periodic checks on the driving record of employees whose duties include driving on company business. Please contact Management immediately if you have more than two points on your driving record and/or are convicted of driving under the influence of alcohol or drugs.

Failure to comply with our policy on the use of a company and/or personal motor vehicle will result in disciplinary action, up to and including termination.

Use of Cell Phones
Employees whose job responsibilities include driving are expected to use caution and, if at all possible, refrain from using their cell phones, personal digital assistants (PDAs), or pagers while driving. To ensure safety, employees using a cell phone, PDA, or pager for business purposes are strongly encouraged to pull to the side of the road and safely stop the vehicle before placing or accepting a call, sending a message, etc. The Company does not require employees to use cell phones for work purposes while driving.

Failure to demonstrate compliance with the above requirements may result in disciplinary action, up to and including termination. Driving on Company business without a valid driver’s license is grounds for immediate termination.

Employees who are required to drive for business purposes will be reimbursed for mileage based on the current IRS guidelines.

SMOKING

Smoking is not permitted on the premises of ADCS. Employees are expected to confine their smoking to outside public areas.

SOLICITATIONS AND DISTRIBUTIONS

Employees must not solicit other employees for any purpose during working time. Our employees are not permitted to distribute literature of any kind of soliciting employees for any purpose at any time on company property.
PROTECTION OF COMPANY AND EMPLOYEE PROPERTY

Respect and protection of company property and employee personal property is everyone’s concern. If you find property missing or damaged, report it to the Human Resource Supervisor immediately. Any ADCS property, including client files or related data, is not to be taken out of the office for any purpose.

OPEN DOOR POLICY

Employees are the Company’s most valuable resource. Our business is dependent upon the expertise and efforts of our employees. We value the importance of each individual to the organization and, at the same time, we recognize that the Company’s success depends on our ability to work together towards common goals.

The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with your manager. Please feel free to contact your manager with any suggestions and/or complaints. If you do not feel comfortable contacting your manager or are not satisfied with your manager’s response, please submit your complaint or suggestion in writing to Human Resources.

Suggestions for improving the Company are always welcome. We encourage you to ask a question or report a concern. The Company values each employee’s input and fosters an environment in which employees feel free to raise issues of concern, in good faith, without the fear of retaliation. Employees should discuss concerns first with their manager. If an employee is uncomfortable discussing a matter with his/her manager, he/she may go to Human Resources or Dr. Binstock directly for assistance.

BEHAVIOR

It is the policy of the Company for its employees to be customer and service oriented and to require employees to treat each other in a courteous and respectful manner at all times. Behavior that interferes with the operations, discredits the Company, or is offensive to clients, vendors or fellow employees will not be tolerated. Please DO NOT IGNORE violent, threatening, harassing, intimidating or other inappropriate behavior, even if it is not directed at you. If you observe or experience such behavior by anyone on the premises, whether he or she is an employee or not, report it immediately to a manager or Human Resources.

Employees should be particularly careful to exercise courtesy and thoughtfulness in using the telephone. A positive contact can enhance goodwill while a negative experience can destroy a valuable relationship.

Employees should always maintain a positive work atmosphere by behaving and communicating in a manner so that you get along with clients, co-workers and managers.

Behaviors that are contrary to these guidelines, rules of conduct and Company performance standards will result in disciplinary action up to and including termination.
EMPLOYEE BENEFITS

A. WAGES

Your wage is outlined in Schedule C attached. All changes in wages will occur at the discretion of ADCS and will be based on employee performance and economic conditions.

B. PAYDAYS

Paydays are BI-MONTHLY.
A payroll calendar is posted for your information.

C. ELIGIBILITY FOR BENEFITS

1. Holiday, vacation, sick leave, and insurance programs are considered benefits. Benefits are available based upon employment status. In general, full-time employees may receive full benefits, part-time employees may be eligible for some benefits on a pro-rated basis. Temporary employees are generally not eligible for benefits. See specific benefit categories that follow.

   Employees must complete 90 days of continuous employment in order to be eligible for benefits detailed in this handbook.

2. Change in Benefit Status - Holiday, Vacation, and Sick Leave

   a. If ADCS institutes a change in your regularly scheduled weekly work schedule, and that change moves you to an employment status eligible for benefits, accrual of vacation, and eligibility for holiday, will begin with the first pay period when you begin working the expanded schedule. Conversely, if ADCS institutes a change in your regularly scheduled weekly work schedule, and that change moves you to an employment status ineligible for benefits, accrual of vacation, and eligibility for holidays, will end with the first pay period when you begin working the reduced schedule. The Human Resource Supervisor will advise you of your benefit eligibility at the time such a change is made. A change of status form signed by Dr. Binstock will be provide to our book keeper to change your payroll status.

   b. If temporary or unexpected changes in work hours occur resulting in changes in your benefit eligibility, you will not immediately begin accruing benefits. If at the end of the calendar quarter your average hours result in a change in vacation accrual status, and eligibility for holiday, that change will take effect for the following calendar quarter.

   c. Overtime hours are not considered in determining eligibility for benefits.

3. Change in Benefit Status - Insurance Programs

   A change in your regularly scheduled weekly work schedule may be a qualifying event associated with insurance benefits. Please see the Human Resource Supervisor for details.
D. HOLIDAYS

1. The following days are considered paid holidays:
   - New Year’s Day
   - Presidents’ Day
   - Memorial Day
   - Independence Day (4th of July)
   - Labor Day
   - Thanksgiving Day
   - Christmas Day

2. In the event one of the above holidays falls on a weekend, either a Friday or a Monday will be substituted for it. You will be advised by the Company which day will be granted.

3. From time to time, ADCS may provide additional partial or full days in recognition of other holidays or special circumstances, (e.g. Christmas Eve.) Decisions will be made on case-by-case or year-by-year basis, and these days are NOT offered as permanent benefits.

4. For reasons of a religious nature, you may require a holiday on a day other than those listed above. In such a case, you should speak to the Human Resource Supervisor to make arrangements for the necessary unpaid time off.

5. With the exception of pre-approved vacation, you are expected to work regularly scheduled business days preceding and following the holiday. Employees absent from work on days preceding or following holidays will be required to provide medical certification.

6. Holiday pay will be pro-rated for eligible part-time employees working 20 hours or more per week. For example, an employee working 4 days per week (80%) will be paid 6.4 hours for holidays. Part-time employees working less than 20 hours per week are not eligible for holiday pay.

7. Temporary employees are not eligible for holiday pay.

8. There is no holiday premium pay. Employees may not choose to work on a holiday and “float” the day off.

E. PAID VACATIONS

1. General Rules

   a. Calculation of vacation is based on the employment anniversary date.

   b. Once an employee has earned vacation, it cannot be taken away. However, ADCS does set a maximum on the amount of vacation time which may accrue; employees reaching the maximum accrual will earn no further vacation time until some accrued vacation time is used.

   c. ADCS does not offer employees the option to cash out their vacation benefits. However, on termination of employment you will be paid all accrued unused vacation at your base rate of pay at the time of termination.

   d. Requests for paid vacation time off should be made to the Human Resource Supervisor, in writing, at least 90 days in advance and 120 days for Mohs Technicians. Employees who do not receive approval in advance will not be permitted to take vacation time.

   e. No employee is permitted to take more than two (2) consecutive weeks of vacation at one time, regardless of total time due, without prior permission from your supervisor and Dr. Binstock.

   f. Vacation time may only be taken in 4 hour increments, and only to the extent that it has accrued.
2. Accrual of Paid Vacation Time

a. Full-time and eligible part-time employees accrue paid vacation time as follows:

i. Calculation of vacation is based on the employment anniversary date. Vacation is accrued semi-monthly, and is available for use as soon as accrued.

ii. Vacation time will accrue beginning the fourth month of employment. Vacation time may be taken as soon as it is awarded.

iii. Part-time employees working 20 hours or more per week are eligible for vacation time on a pro-rated basis. Part-time employees working less than 20 hours per week are not eligible for vacation time.

iv. Paid vacation time can accrue to:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>MAXIMUM VACATION ACCRUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 months after date of hire through 7 years of service</td>
<td>12 days</td>
</tr>
<tr>
<td>8 years of service through 12 years of service</td>
<td>13 days; increased by 1 day a year</td>
</tr>
<tr>
<td>Year 12 and after</td>
<td>17 days</td>
</tr>
</tbody>
</table>

You are strongly encouraged to take all your vacation days each year. As specified in the chart above, a limited amount of vacation can be carried over from one year to the next.

v. No additional vacation time will accrue until the total number of vacation days accrued falls below the defined maximum. This means that employees may keep their accrued vacation days, but will not accrue new days until previously earned days are taken.

iv. See vacation accrual schedule listed on next page.
<table>
<thead>
<tr>
<th>Vacation Accrual Schedule</th>
<th>Number of Months Employed</th>
<th>Allowed Hours Per Pay Period</th>
<th>Maximum Hours Accrable</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 Hour Week</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>000-002 months</td>
<td>3.34</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>003-095 months</td>
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<tr>
<td>108-119 months</td>
<td>4.00</td>
<td>112</td>
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<tr>
<td>120-131 months</td>
<td>4.33</td>
<td>120</td>
<td></td>
</tr>
<tr>
<td>132-143 months</td>
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<td>144-999 months</td>
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<td>36 Hour Week</td>
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<td>000-002 months</td>
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<td>96</td>
<td></td>
</tr>
<tr>
<td>096-107 months</td>
<td>3.29</td>
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<td>108-119 months</td>
<td>3.60</td>
<td>112</td>
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</tr>
<tr>
<td>120-131 months</td>
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<td>32 Hour Week</td>
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<tr>
<td>003-095 months</td>
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<tr>
<td>003-095 months</td>
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<td>000-002 months</td>
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<tr>
<td>003-095 months</td>
<td>2.00</td>
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<td>096-107 months</td>
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<td>108-119 months</td>
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<td>132-143 months</td>
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</tr>
<tr>
<td>144-999 months</td>
<td>3.01</td>
<td>136</td>
<td></td>
</tr>
</tbody>
</table>
Part-time employees working 20 hours or more per week accrue vacation on a pro-rated basis.

- 20–23 hours per week accrues at 50%
- 24-27 hours per week accrues at 60%
- 28-31 hours per week accrues at 70%
- 32-35 hours per week accrues at 80%
- 36-39 hours per week accrues at 90%

For example, an employee working 32 hours per week (80%) will accrue 80% of the full-time vacation benefit. Part-time employees working less than 20 hours per week are not eligible to take and do not accrue vacation time.

d. Temporary employees are not eligible to take and do not accrue vacation time.

F. SICK LEAVE POLICY:

1. General Rules

a. It is your responsibility to keep in touch, DAILY, with your Supervisor on each day of continued absence.

b. If all sick leave has been used, vacation time will be used for sick leave.

c. The following may be interpreted as abuse of the Sick Leave policy:
   i. Taking paid sick leave on days when an employee’s request for paid vacation leave has been denied;
   ii. A pattern of taking paid sick leave on days when the employee is scheduled to work a shift that may be perceived as undesirable;
   iii. A pattern of taking paid sick leave on Mondays or Fridays;
   iv. A pattern of taking paid sick leave on days immediately preceding or following a holiday, a vacation day, or other days off. In cases of suspected abuse of the Sick Leave policy employees may be required to provide a doctor’s note or other verification of use of the paid sick leave.

d. Accrued Sick Leave is not payable upon termination of employment.
2. Paid Sick & Safe Time

Effective July 1, 2015, the Company will comply with both California’s and San Francisco’s paid sick leave laws.

The Company recognizes that employees may need time away from work. This time away may due to various reasons, including for the employee’s own illness, a family member’s illness, or if the employee is a victim of domestic violence, sexual assault or stalking. As a result, the Company provides paid sick and safe time (“PSST”) to employees each year in recognition of that need.

a. Eligibility

Employees will be eligible to accrue sick and safe time from the Company’s implementation of this Policy or the start of employment, whichever is later. However, an employee must have completed 90 days of employment with the Company before using any such PSST.

b. Definitions

Family member: The employee’s current spouse, child or individual for which the employee stands in loco parentis, legal guardian or ward, parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, sibling, grandparent, or grandchild. An employee’s registered domestic partner (as defined by state or local law), as well as the child and parent of a registered domestic partner, are also considered an employee’s family member. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child’s age or dependency status. In San Francisco and in Oakland, a family member also includes a “designated person.”

Designated person: If an employee does not have a spouse or registered domestic partner, the employee may designate one person as to whom the employee wishes to use sick and safe time to aid or care for that person. Designation of this person must be done within ten (10) days of the date the employee begins accruing PSST. Thereafter, the Company will provide an opportunity to re-designate a designated person on an annual basis.

Safe time: Employees may take safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.

Sick time: Employees may take sick time for themselves and their eligible family members: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.
c. Requesting Paid Sick And Safe Time
Eligible employees are provided PSST each calendar year. An employee’s sick and safe time will be based on the number of hours worked. In addition, the employee must work 90 days before being eligible to use any PSST.

Paid sick and safe time may be used in increments of two hour or greater to cover all or just part of a work day. Paid sick and safe time benefits will be based on the employee’s base rate of pay, which will be calculated in accordance with applicable law.

If the need for sick and safe time use is foreseeable, an employee must provide reasonable advance notification – either orally or in writing – to their supervisor of any absence from work. If the use of sick and safe time is unforeseeable, an employee must provide notice to their supervisor – either orally or in writing – of the need to use sick and safe time as soon as practicable, except in cases of accidents or sudden illnesses when an employee is not able to provide such notice under these circumstances, notice should be provided as soon as possible. In all circumstances, an employee is responsible for specifying if the time off is for sick and safe time reasons, so that the absence may be designated as a sick and safe time absence. Failure to obtain approval as soon as possible after determining the need to take sick and safe time may result in discipline.

If an employee is on sick leave for three (3) or more consecutive business days for his/her own illness, the employee may be required to provide a written certification from his/her health care provider stating the leave was necessitated by reasons covered by this policy and authorizing the employee to return to work with or without restrictions.

Employees using PSST are not required to search for or find a replacement employee to cover the periods of time in which they are absent from work using paid sick and safe time.

d. Termination Of Employment & Rehire
An employee who separates employment with the Company will not be paid out unused sick and safe time. Employees who are rehired within 12 months of the end of employment, will receive all previously accrued sick and safe time at the start of reemployment (up to a cap of 48 hours or the equivalent of 6 days (per the employee’s previous work schedule), as required by law. Rehired employees will be allowed immediate use of this sick and safe time.

e. No Discrimination Or Retaliation
The Company prohibits discrimination and/or retaliation against employees who request or use paid sick and safe time for authorized circumstances or for making a complaint or informing a person about suspected violation of this policy. Likewise, the Company prohibits discrimination and/or retaliation for cooperating with city or state officials in investigating claimed violations of any paid sick leave law, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice that is prohibited by any paid sick leave law, or informing any person of his or her potential rights under the law.
f. **Coordination Of Paid Vacation And Paid Sick Leave**

When available, the use of accrued paid vacation time or paid sick time is mandatory for absences from work. Employees may not take unpaid time off and bank vacation or sick time for future use. To the extent accrued, employees will be paid for their scheduled hours of work. (E.g. an employee who is scheduled for 32 hours per week will be paid no less than 32 hours per week; vacation and/or sick time usage rules apply.) Vacation time (when available) will automatically be paid for any hours not worked or not paid as sick time. Employees may use but are not required to use vacation leave for Pregnancy Disability Leave. Sick time must be requested by you and approved by your supervisor. Management may request a physician’s note or other documentation for unplanned absences before approving use of paid sick time. Vacation time will be paid if no sick time is available for use, or if required documentation is not provided.

If no sick time is available, employees must substitute paid vacation time for unplanned absences.

g. **SAN FRANCISCO / Annual Accrual, Carryover, And Caps For Sick And Safe Time**

From the start of employment, all employees will accrue 1 hour of PSST for every 30 hours worked, up to a maximum cap of 72 hours. PSST accrues in one hour increments only; there is no accrual of a fraction of a sick and safe time hour. The number of hours a non-exempt employee is deemed to work each week will be based on time records and includes all hours worked. The number of hours an exempt employee is deemed to work each week will be presumed to be 40 hours per week unless the employee is absent from work a full workweek. Once an employee hits the PSST cap, the employee will not accrue further sick and safe time until the employee’s sick and safe time accrual balance falls below the cap. Any accrued, but unused, sick and safe time will carry over from year to year.

h. **MILL VALLEY / Annual Accrual, Carryover, And Caps For Sick And Safe Time**

From the start of employment, all employees will accrue 1 hour of PSST for every 30 hours worked, up to a maximum cap of 48 hours. PSST accrues in one hour increments only; there is no accrual of a fraction of a sick and safe time hour. The number of hours a non-exempt employee is deemed to work each week will be based on time records and includes all hours worked. The number of hours an exempt employee is deemed to work each week will be presumed to be 40 hours per week unless the employee is absent from work a full workweek. Once an employee hits the PSST cap, the employee will not accrue further sick and safe time until the employee’s sick and safe time accrual balance falls below the cap. Any accrued, but unused, sick and safe time will carry over from year to year.
G. MEAL AND REST PERIODS

This clarifies and confirms the expectations regarding employee rest and meal periods.

Rest periods are offered at the rate of ten (10) minutes for every four hours worked, or “major fraction” thereof. Non exempt employees are generally provided with one ten (10) minute rest period for every three-and-a-half-hour period of work. To the extent possible, each rest period should be taken in the middle of the three-and-a-half hour work period. The time is counted and paid as time worked.

Each employee working at least five (5) consecutive hours shall be entitled to an unpaid meal period of thirty (30) minutes. When a work shift of not more than six (6) hours will complete the day’s work, the meal period may be waived by mutual consent of the supervisor and employee. Employees working more than six hours may not waive a meal period. Employees who work over ten (10) hours in a day are entitled to a second meal break of at least thirty (30) minutes. Employees may waive the second meal break if they do not work more than twelve (12) hours and did not waive the first meal period.

Non exempt employees must record the times in and out for the meal period on their time record.

Meal and rest periods are expected to be timely taken. Employees who feel that they are unable to take their required breaks or meal period must contact their immediate manager before the scheduled break or meal period. An employee who refuses take the required meal and rest periods may be subject to corrective action.

If you have any questions regarding the expectations regarding rest and meal periods, please contact Human Resources or your manager.

H. MANDATORY MEETING ON NON SCHEDULED WORK DAYS

Employees required to report for pre scheduled meetings on employees’ days off are not scheduled to work afterwards, will be payed for their time spent at the meeting and nothing more. (order no. 4-20001)
I. HEALTH INSURANCE

Health insurance is provided for all regular full-time employees, and part time employees working 30 hours or more per week, who are medically eligible to be insured by the insurance carrier the employer selects. Temporary employees are not eligible for health insurance; eligibility begins on the first day of the month following completion of three months of employment. Any and all employee share of premium expense is paid by employee payroll deduction.

Medical Insurance: Employees contribute a portion of the monthly health insurance premium. Medical insurance benefits are provided only to eligible employees; however, the employee may purchase coverage for dependents who are medically eligible for coverage by the insurer the employer selects, and are responsible for 100% of the costs.

Dental Insurance: Dental Insurance is available to eligible employees. Coverage is for the individual employee. Employees contribute a portion of the monthly dental insurance premium. The employee may purchase coverage for dependents who are eligible for coverage by the insurer the employer selects, and are responsible for 100% of the costs.

J. HEALTH CARE SECURITY; SAN FRANCISCO OFFICE ONLY:

Full time Employees, part time employees, and temporary employees, who work 56 or more hours in the San Francisco office, and who have completed the 90 day introductory period, are eligible as per San Francisco law to accrue $1.37 in 2011 for every hour worked in the San Francisco office only if they who decline or are not eligible for ADCS employee health insurance, or are covered on their spouses medical policy. Those on Medicare are not eligible for this benefit per San Francisco law.

K. COBRA

You are covered by COBRA. This program allows you to continue health insurance at your own cost following termination of employment or reduction of work hours. We will notify the insurance company of the qualifying event. ADCS or the insurance company will provide the employee with information and forms related to continuation of health insurance.

L. RETIREMENT PLAN

A retirement plan is available for all eligible employees. Eligibility requirements and a detailed description of the plan are available from the Human Resource Supervisor.

M. UNIFORM – SCRUBS STANDARD OFFICE TO BE WORN

Following 90 days of employment, medical/surgical assistants are eligible to receive 2 pairs of company specified scrubs, which are to be returned at the end of your employment. See the Human Resource Supervisor for details.
RULES OF CONDUCT
In order to assure orderly operations and provide the best possible work environment, ADCS expects employees to follow rules of conduct that will protect the interests and safety of all personnel. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following lists examples, including but not limited to infractions of rules of conduct that may result in disciplinary action, including suspension, demotion, or termination of employment. These rules are included but not limited to the following:

1. Falsification of employment records, employment information, time worked, misuse of time clock swipe card or other records.
2. Recording the work time of another employee, allowing any other employee to record your work time, or allowing falsification with the misuse of time clock swipe card, whether your own or another employee’s.
3. Theft or the deliberate or careless damage of any ADCS property or the property of any employee or patient.
4. Removing or borrowing ADCS property without prior authorization.
5. Unauthorized use of ADCS equipment, time, materials, or facilities.
6. Working under the influence of alcohol, illegal drugs or substances.
7. Possessing, distributing, selling, transferring, or using alcohol or illegal drugs or substances in the workplace.
8. Provoking a fight or fighting during working hours or on premises owned or occupied by ADCS.
9. Participating in horseplay or practical jokes on ADCS’ time or on premises owned or occupied by ADCS.
10. Carrying firearms or any other dangerous weapons, at any time, on premises owned or occupied by ADCS.
11. Engaging in conduct prohibited by federal, state, or local code, statute or law whether or not related to job performance.
12. Causing, creating, or participating in a disruption of any kind during working hours or on premises owned or occupied by ADCS.
13. nsubordination, including but not limited to failure or refusal to obey reasonable and work-related orders or instructions of any Supervisor or member of management, or the use of abusive or threatening language toward any Supervisor, Physician or Physician Assistant.
14. Using profane or abusive language at any time during working hours or while on premises owned or occupied by ADCS.
15. Failing to notify the appropriate Supervisor when unable to report to work.
16. Unreported absence of two consecutive scheduled workdays.
17. Failing to obtain permission to leave work for any reason during normal working hours.
18. Failing to observe working schedules, including break and lunch periods.
19. Abusing paid time off or leave policies.
20. Failing to provide a Physician’s certificate when requested or required to do so.
21. Sleeping or malingering on the job.
22. Working overtime without authorization.
23. Presenting an appearance that is unprofessional or inappropriate.
24. Violating any safety, health, or security policy, rule, or related procedure of ADCS.
25. Committing a fraudulent act or a breach of trust in any circumstances.
26. Use of ADCS office equipment, electronic equipment, E-Mails, and Web sites for personal and/or unlawful purposes.
27. Use of personal cell phone for office business while driving.

Any conduct contrary to this and other policies detailed in the Company Handbook will result in disciplinary action up to and including termination.
AVOIDING LIABILITY: GUIDELINES FOR OUR OFFICE STAFF

1. **In no circumstances should records be released without the Physician of Record first being informed** of the request for the release of the records; that “Authorization for the Disclosure of Protected Health Information” has been signed by patient and is filed in chart and allows release of information to requesting party. **The Physician of Record granting written consent, whether release is for the patient, state or federal agency, or subpoenaed—must sign requested release before the records are copied and released. All releases must be entered in the HIPPA log and the patient’s chart.**

2. Release of medical information: Original medical records must not be released or removed from the Physician’s office unless mandated or subpoenaed. In most instances a copy will still suffice and the original record should never be released nor copied without the Physician’s explicit consent each time the record is requested.

3. A signed, “ADCS Authorization for the Disclosure of Protected Health Information” or valid authorization, signed either by the patient or the patient’s appointed representative is necessary before the release of medical records.

4. There should be a complete documentation of any written or verbal release of medical information; the date to whom, what was released, and by whom, noted in the medical record and signed by the person releasing the information.

5. The legal age at which someone can consent to his or her own treatment is 18 years. Patients younger than 18 years must be accompanied by a parent or legal guardian unless prior arrangements have been made.

6. **HIV Test Results:** As of the specific law of 1/1/89, ADCS cannot release an HIV test result to another provider of health care without a specific HIV test result release authorization. Otherwise, a specific release form for HIV tests must be used. Note: a general release of information does NOT include the release of an HIV test. A specific separate release must be signed for each disclosure of HIV test results. Also, effective 1/1/89: The informed consent necessary prior to HIV testing may be provided verbally rather than in written form. When a written informed consent form is not used, the medical record must be specifically documented that the patient’s consent was competent, voluntary, and informed in that the patient agreed to the test. All HIV test results are to be filled in a separate red folder within the patient’s chart.

7. A subpoena for medical records does not authorize the release of an HIV test result or any documentation regarding the testing or the results. The subpoena must specifically include the HIV test result release authorization signed by the patient.

8. In summary, neither the discussion concerning the obtaining of an HIV test nor the HIV test result be released at any time to any person or agency without a specific release form signed by the patient for each release.

9. **Patient’s Access to Medical Records:** The patient’s request for access or copies of medical records must be answered in 15 days and first approved by the treating physician or Dr. Binstock. The patient is not entitled to an immediate release or response. The physician may determine that disclosure may cause significant adverse consequences to the patient and deny the request release.
Although patients have the right, in general, to their medical records, the actual medical record is the property of ADCS. Therefore, a copy or summary of the medical record, at the Physician’s choice, is all that needs to be released to the patient and this should be done within 15 days of the receipt of the request, after the physician’s consent.

**The original records should never be released, at any time, to any person, organization or governmental body.** If a copy of the record or laboratory result is released to the patient, this should be documented in the chart and the patient should sign for its release. There will be a charge for copying all records released.

10. Allergies should be noted in a conspicuous space on each medical record.

11. All medical information must be securely attached to the medical record to reduce the chance of losing information.

12. All telephone calls must be documented in a patient’s chart if the calls involve medical treatment, advice, or prescriptions signed by the Physician or Physician Assistant who prescribed treatment to the patient. Use NCR duplicate message forms.

13. All prescription refills must be documented in a patient’s chart with the type of drug, dosage, instructions, number of/or amount of product and number of refills and signed by Physician or Physician Assistant prescribing medication and signed by staff member who call prescription into pharmacy.

14. **Any refusal of the patient to treatment recommended must be documented in the chart** and the implications of the patient’s refusal documented. It is the patient’s right to refuse treatment, but it is the Physician’s/Physician Assistant’s responsibility to inform the patient of the consequences of such refusal.

15. **Informed Consent:** California law mandates that only the treating Physician and Physician Assistant may obtain the informed consent.

16. **Timeliness of Seeing Scheduled Patients:** If a Physician or Physician Assistant is running behind schedule, the patient should be informed, as soon as possible, and offered the opportunity to reschedule. Ask the Physician or Physician Assistant if you are not sure how far he/she is behind schedule.

17. **Always alert the Physician or Physician Assistant if any patient expresses a need to be seen sooner.**

18. **Follow-up Mechanisms:** If a patient cancels his/her appointment, whether before or on the day of the appointment or if a patient no-shows for an appointment, the front desk staff must call the patient and either reschedule this appointment or leave a message instructing the patient to call the office to reschedule. This must be documented in the patient’s chart and signed by the staff member. The Physician or Physician Assistant must be given each of these charts to review, sign off and instruct the front desk on follow-up.
OFFICE SAFETY RULES

ADCS expects its employees to conduct themselves in a safe manner. Use good judgment and common sense in matters of safety, observe any safety rules posted in various areas, and follow all OSHA and state and city safety regulations.

ADCS is concerned about the safety of our staff. We never want you to be in a position that might jeopardize your safety. The following rules are provided to insure a safe working environment. Please report any conditions that might be unsafe, such as slipping and tripping hazards, unmarked stairs, inadequate lighting, frayed electrical cords, etc. Report any injuries, no matter how slight, IMMEDIATELY, to your office supervisor. The ADCS Employee Safety manual will be reviewed annually with the staff.

Each staff member must have knowledge of safety, first aid and fire protection equipment and procedures. All clinical staff members should have knowledge of basic CPR and have a current CPR card.

If any staff member wishes to take the community CPR education or the CPR re-certification, he/she is to contact their Supervisor and their tuition will be reimbursed with prior written approval from a Physician Shareholder.

Defective equipment and unsafe conditions and practices must be immediately reported to your supervisor.

- Hallways must always be kept clear and clean.
- All beverages must be confined to the clean laboratory or staff lounge.
- NO BEVERAGES OR FOOD are allowed on the front desks or “dirty labs” at any time.
- All equipment must be shut off when repairs or adjustments are made and be turned off at the end of the workday or on weekends, as appropriate.
- No staff member is allowed to tamper with or try to repair electrical equipment, under any circumstances.
- Any safety guards or precautions must be used, as required, before operating equipment. This includes safety glasses, as needed.
- Use good judgment before lifting or moving items that may be too heavy. Always get help!
- Do not use any equipment or instruments that you are unfamiliar with, without prior training in the office or approval of your Supervisor.
- Loose clothing must not be worn when working near machines.
- All equipment must be kept in good working order.
- For each procedure, proper instruments must be used.
- Always store supplies and equipment in a careful manner to avoid damage, breakage, or personal injury.
- Always wear gloves and glasses when handling and cleaning surgical instruments.
- Syringes, needles, glass slides, and blades in safety containers provided in each examination room and laboratories in each office. Do NOT place any needles, syringes, glass slides or blades in garbage receptacles.
- Do NOT recap needles.
- SHARPS:
  - DO NOT REMOVE SHARPS FROM TRAYS OR COUNTERS: BLADES, SYRINGES, SUTURES, ETC- ARE TO BE PLACED IN THE SHARPS CONTAINER BY THE PROVIDER, IF YOU SEE SHARPS ASK THE PROVIDER TO CLEAN THEM UP, AND IF YOU ARE UNSURE IF THERE ARE SHARPS, ASK THE PROVIDER BEFORE YOU TOUCH THE TRAY.

See ADCS Injury and Illness Prevention Plan and ADCS Hazardous Waste Training Manual., and update memo re sharps. **You must know where these are located in each office.**
Notice Informing Individuals About Nondiscrimination and Accessibility Requirements
Discrimination is Against the Law 1557

Aesthetic Dermatology, Inc [ADCS] complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. ADCS does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

ADCS

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact OFFICE MANAGER

If you believe that ADCS has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Jeffrey Binstock MD,
535 Miller Ave
Mill Valley Ca 94941
415 383-5475, fax 415 383 1275
drbinstock@aestheticderm.net
You can file a grievance in person or by mail, fax or email.
If you need help filing a grievance, Office Manager or Dr Binstock is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:
U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)
SCHEDULE A

Workforce Confidentiality Agreement / HIPAA/HITECH

Aesthetic Dermatology and Cosmetic Surgery, Inc. ADCS

As a member of ADCS’s workforce, _________________________________ has a legal and ethical responsibility to maintain patient privacy, including obligations to protect the confidentiality of patient information and to safeguard the privacy of patient information.

In addition, I understand that during the course of my employment/assignment/affiliation at ADCS, I may see or hear other Confidential Information such as financial data and operational information pertaining to the practice that I am obligated to maintain as confidential.

Maintain strict confidentiality of all business related, employee related, or patient related information. I understand that unauthorized disclosure, discussion or utilization of knowledge or data for the benefit of anyone other than ADCS may result in disciplinary action, including the termination of my employment. I also fully understand and promise that should my employment be severed, for any reason whatsoever, I will not disclose or utilize any information or knowledge that is not public information or otherwise generally available.

As a condition of my employment/assignment/affiliation with ADCS, I understand that I must sign and comply with this agreement.

By signing this document, I understand and agree that:

I will disclose Patient Information and/or Confidential Information only if such disclosure complies with ADCS policies, and is required for the performance of my job.

Because special protections by law require specific additional authorization for release any and all references to HIV testing, such as clinical tests, laboratory, or otherwise, used to identify HIV, a component of HIV, or antibodies or antigens to HIV, I will obtain such specific authorization for release.

My personal access code(s), user Id(s), access key(s) and password(s) used to access computer systems or other equipment are to be kept confidential at all times.

My user id(s) constitutes my signature and I will be responsible for all entries made under my user Id(s). I agree to always log off of shared workstations.

I understand that my access to all ADCS electronic information systems is subject to audit in accordance with ADCS policy.

I agree not to share my login or user Id and/or password with any other person. I am responsible for any potential breach of confidentiality resulting from access made to ADCS electronic information systems using my login or user id and password. If I believe someone else has used my login or user Id and/or password, I will immediately report the use to the tech supervisor and request a new password.

I agree that I will only use computing devices, such as desktop computers, laptop computers, tablets – if any, and external storage, that are approved ADCS before using them for any purposes involving PHI and/or Confidential Information. I understand that I may be, personally responsible for any breach of confidentiality resulting from an unauthorized access to data on that device due to theft, loss, or any other compromise.
I will not access or view any information other than what is required to do my job. If I have any question about whether access to certain information is required for me to do my job, I will immediately ask my supervisor for clarification.

I will not discuss any information pertaining to the practice in an area where unauthorized individuals may hear such information (for example, in hallways, on elevators, on public transportation, at restaurants, and at social events). I understand that it is not acceptable to discuss any practice information in public areas even if specifics such as a patient’s name are not used.

I will not make inquiries about any practice information for any individual or party who does not have proper authorization to access such information.

I will not make any unauthorized transmissions, copies, disclosures, inquiries, modifications, or purgings of Patient Information or Confidential Information. Such unauthorized transmissions include, but are not limited to removing and/or transferring Patient Information or Confidential Information from ADCS’s computer system to unauthorized locations (for instance, home).

Upon termination of my employment/assignment/affiliation with ADCS, I will immediately return all property (e.g. keys, documents, ID badges, etc.) to ADCS.

I agree that my obligations under this agreement regarding Patient Information will continue after the termination of my employment/assignment/affiliation with ADCS.

Under state and federal laws and regulations governing a patient’s right to privacy, unlawful or unauthorized access to or use or disclosure of patients’ confidential information may subject me to disciplinary action up to and including immediate termination from my employment/professional relationship with ADCS, civil fines, for which I may be personally responsible, and criminal sanctions.

I understand that any Confidential Information or Patient Information that I access or view at ADCS does not belong to me.

I have read the above agreement and agree to comply with all its terms as a condition of continuing employment.

________________________________________________
Signature of Employee/Physician/Volunteer

______________________________
Print Name     Date

____________________________________  Jeffrey  H. Binstock, MD
Signature ADCS      ADCS Representative
SCHEDULE B

Acknowledgment And Agreement

This is to acknowledge that I have received a copy of the Aesthetic Dermatology & Cosmetic Surgery Medical Associates, Inc. (ADCS) Employee Office Policies & Procedures Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with ADCS. I understand and agree that it is my responsibility to read the Handbook and to abide by the rules, policies, and standards set forth in it. I understand and agree that the Handbook is the property of ADCS and must be returned upon demand or at termination.

I also acknowledge, and agree that my employment with ADCS is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by ADCS. I acknowledge and agree that nothing in this Handbook and no oral statements or representations regarding my employment can alter the foregoing. I also acknowledge and agree that no supervisor or employee has the authority to enter into an employment agreement—express or implied—providing for employment other than at-will.

I also acknowledge and agree that, except for the policy of at-will employment, ADCS reserves the right to revise, delete, and add to the provisions of this Handbook. I understand and agree that all such revisions, deletions, or additions must be in writing and must be signed by the Physician Shareholders of ADCS. I understand and agree that no oral statements or representations can change the provisions of this Handbook. I also acknowledge and agree that, except for the policy of at-will employment, terms and conditions of employment with ADCS may be modified at the sole discretion of ADCS with or without cause or notice at any time. I understand and agree that no implied contract concerning any employment-related decision, term of employment, or condition of employment can be established by any other statement, conduct, policy, or practice except in writing by the Physician Shareholders.

I understand and agree that the foregoing agreement concerning my at-will employment status and ADCS’s right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and ADCS concerning the duration of my employment, the circumstances under which my employment may be terminated and the circumstances under which the terms and conditions of my employment may change. I further understand and agree that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with ADCS.

Employee’s Signature      Date
____________________________________________________________________________
Social Security Number  ________________________________________________________
Employee’s Name- Print Full Name   ______________________________________________
Print Full Address    ____________________________________________________________
Print Home Area Code & Telephone Number   _______________________________________

TO BE PLACED IN EMPLOYEE’S PERSONNEL FILE
[ ] Copy to Employee:      Date:_________  [ ] Copy to H.R. File:      Date:_________
“Designated Person” Form for Paid Sick Leave

Under the San Francisco Paid Sick Leave Ordinance, employees may use paid sick time or PTO when they or a member of their family are ill or injured or for the purpose of receiving medical care, treatment, or diagnosis.

In addition to using paid sick leave as specified above, if an employee has no spouse or registered domestic partner, he or she may designate one person for whom the employee may use paid sick leave to aid or care for the person.

Employers must offer the opportunity to make a designation no later than 30 work hours after the date paid sick leave begins to accrue. Employees have 10 work days to make this designation, and thereafter do not have the right to make or change the designation until next offered by the employer. Employers must offer the opportunity to make or change the designation on an annual basis, again with a window of 10 work days for the employee to make or change the designation.

Employee Name:

______________________________________________________________________________

Name of Designated Person:

______________________________________________________________________________

I certify that I have no spouse or registered domestic partner. I designate the person listed above as my Designated Person for whom I may use paid sick leave pursuant to the San Francisco Paid Sick Leave Ordinance. I understand that if I have a spouse or registered domestic partner in the future, I will no longer be able to use paid sick leave to care for my Designated Person.

______________________________________________________________________________

Employee Signature        Date
SCHEDULE D

Confirmation of Receipt of Harassment, Discrimination and Retaliation

Prevention Policy
I have received my copy of the Company’s Harassment, Discrimination and Retaliation Prevention Policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the Company is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

Employee’s Signature:  __________________________________________________________

Employee’s Printed Name:  _______________________________________________________

Date:  ______________________________
SCHEDULE E

Employee Handbook Acknowledgement 2017

I received my copy of the Employee Handbook and Addendum: . I have read it and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with the Company. I understand and agree to abide by the rules, policies and standards outlined in the Handbook and this Addendum. I understand and acknowledge that breach of any Company policy may result in disciplinary action, up to and including termination.

I understand and acknowledge that my employment with the Company is at-will and not for a specified period of time. Just as I may leave the Company at any time, for any reason, the Company may terminate my employment at any time, with or without notice, for any reason. I acknowledge that no statements or representations regarding my employment can alter the foregoing. I also acknowledge that no manager or employee has the authority to enter into an employment agreement — express or implied — providing for employment other than at will.

I also acknowledge that the Company reserves the right to revise, delete, and add to the rules, policies and standards in this Handbook and Addendum. All such revisions, deletions, or additions must be in writing and must be signed by Dr. Binstock. No oral statements or representations can change the provisions of this Handbook.

________________________________________________
Employee Signature

________________________________________________      _____________________
Employee Name            Date