



EMPLOYEE MANUAL

Alicia Dentistry
Arrowhead Dental Specialties
Inland Dental Center-San Bernardino
Inland Dental Center-Heritage Court
Inland Dental Center-Highland Dental
Inland Dental Specialties
Rancho Niguel Dental Group
SC Dental Care
Sea Country Dental
So Cal Dental Corporate Headquarters
South Coast Dental Specialties

1.3 OUR MISSION STATEMENT

To serve our patients with unparalleled excellence demonstrated through the passion and integrity of our services;

To serve our Team Members by providing exceptional working environments, competitive benefit packages, and a philosophy of empowerment and personal accountability, that can create the potential for professional growth and fulfillment;

To conduct our activities with sound social and ethical values, to better guide our growth objective to be the dental services company that our competitors strive to emulate.

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SECTION 1

INTRODUCTION

Welcome to the So Cal Dental Partners team! This Manual is designed to acquaint you with So Cal Dental Partners and provide you with information about working conditions, benefits, and policies affecting your employment.

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

The information contained in this Manual applies to all employees of So Cal Dental Partners. Following the policies described in this Manual is considered a condition of continued employment. However, nothing in this Manual alters an employee's status. The contents of this Manual shall not constitute nor be construed as a promise of employment or as a contract between So Cal Dental Partners and any of its employees. The Manual is a summary of our policies, which are presented here only as a matter of information.

The policy Manual is property of the practice. A copy is located in a designated place where it is easily accessible to everyone. In addition a copy is located on our website at www.socaldentalpartners.com. The Manual is not to be removed from the premises. Please familiarize yourself with these policies; you will be required to sign a copy of the Employee Acknowledgment Form.

1.1 CHANGES IN POLICY

This Manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this Manual.

However, since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes in writing. Changes will be effective on the dates determined by So Cal Dental Partners, and after those dates all superseded policies will be null.

No individual supervisor or manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your direct supervisor.

1.2 EMPLOYMENT APPLICATIONS

Candidates for job openings are selected on the basis of merit, competence, experience and satisfactory character and employment references. Additional training is usually needed in order for any new employee to become effective on the job. The cost of this training can be expensive. It is, therefore, our policy, except as otherwise required by law, not to hire anyone who would have to take an extended leave shortly after beginning employment. If a new employee requests an extended leave, the request may be denied and employment terminated. In order to maintain impartiality and fairness in employee

relations, we do not hire relatives of employees when it would result in one family member working under the direct or indirect supervision or authority of another family member.

During the screening process, we will review:

- The employment application form
- Education and work experience
- Prior work history
- References
- License verification (if applicable)
- Copies of certificates of training
- Test results to ascertain skill and potential job performance (if applicable)
- Compliance with the Immigration Reform and Control Act (IRCA) of 1986
- Background Check
- Results of a medical examination (if applicable)

Applicants and the information they have provided either on the employment application form, the resume or during the interview will be thoroughly screened for accuracy. We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been already hired; termination of employment.

SECTION 2

DEFINITIONS OF EMPLOYEES STATUS

2.1 AT-WILL EMPLOYMENT

Employees are free to terminate your employment with the practice at any time, with or without a reason, and the employer has the right to terminate your employment at any time, with or without reason. Therefore, employment with the practice is not for a specified term and can be terminated "at-will" by either party. This employment policy includes all employees including those presently employed by the practice. No employee or representative of the practice, other than its owner, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing.

The "at-will" policy constitutes an integrated agreement with respect to the nature of the employment relationship. There are no other oral or collateral agreements regarding this issue. These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the employer.

2.2 "EMPLOYEES" DEFINED

An "employee" of So Cal Dental Partners is a person who regularly works for So Cal Dental Partners on a wage or salary basis. "Employees" may include exempt, non-exempt, regular full-time, regular part-time, per-diem, and temporary persons, and others employed with So Cal Dental Partners who are subject to the control and direction of So Cal Dental Partners in the performance of their duties. Employees are classified according to specific terms and definitions. However, all employees, including new employees, are "At-Will" employees.

EXEMPT

Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA), state law and who are exempt from overtime pay and state meal and rest break requirements. Such employees include executives, administrative, professional employees, outside sales persons, and computer programmer/analysts.

NON-EXEMPT

Employees whose positions do not meet FLSA and state law criteria for exemption from overtime and meal and rest break requirements, who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week and/or 8 hours per day. The law does not generally require overtime pay for work on Saturdays, Sundays or regular days of rest.

REGULAR FULL-TIME

Regular full-time employees are those who have completed the 90-day orientation and training period and who are paid either a salary or an hourly rate and who are regularly scheduled to work 32 or more hours per week. Under special conditions (illness, etc.) a regular full-time employee may work fewer hours in a week for up to three (3) months without losing regular full-time status. With mutual consent between employer and staff member, the time may be extended.

REGULAR PART-TIME

Regular part-time employees are those who have completed the 90-day orientation and training period and who are regularly scheduled to work less than 32 hours per week.

PER-DIEM EMPLOYEES

Per-diem employees fall within a classification of employees that are paid per day. A per-diem day equates to 8 hours of work for eligibility requirements of benefits, which requires regularly scheduled work of 32 hours or more per week.

Employees who transfer from Per-Diem status to Regular Employee status may be eligible for some or all of the benefits previously waived as a per-diem employee. If such a change in classification occurs, any or all of employee's service as a per-diem employee may be credited for purposes of determining benefits. This will be at the discretion of the employer.

Employees who transfer from Regular Employee status to Per-Diem status will be treated as terminated for purposes of reconciling their benefit status. All vested benefits, if any, that are payable at termination will be paid to the employee.

TEMPORARY (FULL-TIME or PART-TIME)

Temporary employees are those whose performance is being evaluated to determine whether further employment in a specific position or with So Cal Dental Partners is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of So Cal Dental Partners benefit programs.

FORMER EMPLOYEES

Staff members who have been gone for less than 12 calendar months may, at the employer's discretion, be re-hired and receive full or partial seniority and benefits credit for service prior to the separation. The credits, and their time of commencement, are to be decided upon prior to beginning employment and the details stated in writing and signed by both the employer and the employee.

CHANGE IN EMPLOYEE STATUS

Employees who change from part-time to a full-time classification receive new employee status and are subject to all policies pertaining to new employees. For example, if a full-time employee earns two weeks PTO during first year of service and four weeks during the sixth year, the former part time employee will accrue PTO at first year level regardless of years as part-time employee, excluding Per-Diem. At the time of change, the employee will be paid for any unused benefits earned as a part-time employee and after the orientation and training period will start earning credits as a full-time employee (i.e. PTO, Holidays, Medical).

Employees may be transferred to another assignment if necessary to the operation of the practice.

SECTION 3

EMPLOYMENT POLICIES

3.1 NON-DISCRIMINATION

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at So Cal Dental Partners will be based on merit, qualifications, and abilities. So Cal Dental Partners does not discriminate in employment opportunities or practices because of any protected legal status, including but not limited to: race, color, religion, sex, national origin, age, sexual orientation, gender identity or disability.

So Cal Dental Partners will make reasonable accommodations for qualified individuals with disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

3.2 NON-DISCLOSURE/CONFIDENTIALITY

The protection of confidential business information and trade secrets is vital to the interests and success of So Cal Dental Partners. Such confidential information includes, but is not limited to, the following examples:

- Patient Information
- Compensation data
- Financial information
- Marketing strategies
- Pending projects and proposals
- Proprietary production processes
- Personnel/Payroll records
- Conversations between any persons associated with So Cal Dental Partners

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

3.3 NEW EMPLOYEE ORIENTATION

The new employee orientation is an official process designed to welcome and acclimate new employees to So Cal Dental Partners. Orientation is conducted by a human resources representative who will assist the new employee in completing all necessary employment forms, instruct on use of the timeclock, explain company benefits, provide an overview of the employee manual and use of the So Cal Dental Partners website. Additionally, they will view a video outlining mandatory OSHA guidelines mandatory in all offices. It is preferable for this orientation to be held by appointment at our corporate facility in Orange County. If this is impracticable, a human resource representative will contact the new employee and arrange for them to view an equivalent instructional video and forms will be couriered to their place of employment.

An informal orientation will extend into their first day of employment. Their supervisor or an office representative will introduce the new hire to other employees; familiarize them with the office, the location of emergency equipment (Fire extinguisher, ER kit, and oxygen) and where emergency numbers are located. A review of the new employee's job description or issuance of any passwords or keys may also take place on this day.

3.4 ORIENTATION PERIOD AND TRAINING PERIOD FOR NEW EMPLOYEES

The orientation and training period for regular full-time and regular part-time employees is 90 days from date of hire. During this time, employees have the opportunity to evaluate So Cal Dental Partners as a place to work and management has its first opportunity to evaluate the employee. During this orientation and training period, both

the employee and So Cal Dental Partners retain the right to terminate employment at-will and without advance notice.

Upon satisfactory completion of the orientation and training period, a 90-day review will be given and benefits will accrue as appropriate and in accordance with applicable law. All employees, regardless of classification or length of service, are expected to meet and maintain So Cal Dental Partners' standards for job performance and behavior. (See Section 4, Standards of Conduct)

New employees do not accumulate seniority, nor are they eligible for benefits during the Orientation and Training Period. Upon satisfactory completion, they are:

- Considered potentially qualified
- Reclassified as a regular or temporary employee
- Eligible to participate in applicable benefits plans after the first day of the calendar month following the last day of completion of the Orientation and Training Period
- Informed of the above

3.5 OFFICE HOURS

The So Cal Dental Partners corporate office is open for business from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for Holidays (See Section 6.7, Holidays).

Dental offices hours vary by location. Please check with Office Manager for hours of operation.

3.6 LUNCH PERIODS

So Cal Dental Partners provides meal periods in accordance with California law. All employees that work for a period of more than five (5) hours are provided an unpaid, duty-free meal period of not less than thirty (30) minutes (except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual written consent of So Cal Dental Partners and the employee). The meal period must begin no later than five (5) hours into the employee's shift. If an employee works ten (10) or more hours in a day, a second meal period is provided and must begin no later than the end of the tenth hour worked. (This second meal period may be waived by mutual written consent of the So Cal Dental Partners and the employee so long as the total hours worked does not exceed twelve (12) hours in the workday and the employee has not waived the first meal period.)

Employees are generally provided a one-hour lunch break. Due to the nature of the patient schedules employees may be prevented from being relieved from duty during the normal meal break. Employees that forego a regular meal break will be paid normal wages for the time required to remain on the job for the business necessity, and one

additional hour at their hourly rate if they are not provided at least a 30-minute duty-free meal period. Employees must clock out for lunch and back in upon return.

3.7 BREAK PERIODS

So Cal Dental Partners provides rest periods in accordance with California law. All non-exempt employees are authorized and permitted to take rest periods, which insofar as practicable are in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. Employees whose total daily work time is less than three and one-half (3-1/2) hours are not permitted breaks. For example, employees are entitled to ten (10) minutes' rest for shifts from three and one-half (3-1/2) to six (6) hours in length, two ten (10) minute breaks for shifts of more than six (6) hours up to ten (10) hours, and three ten (10) minute breaks for shifts of more than ten (10) hours up to fourteen (14) hours. Authorized rest period time shall be counted as hours worked. For insurance purposes, *employees are not to leave the office during rest periods without permission.*

If employees have unexpected personal business to take care of, they must notify their direct supervisor to discuss time away from work and make provisions as necessary. Personal business should be conducted on the employee's own time and not while clocked in.

Non-exempt employees are relieved of all work duties during their meal and rest periods. In the event you did not receive an uninterrupted meal or rest period you must advise your supervisor and indicate this on your **missed meal period form or timecard**. In addition you must secure the signature of your immediate supervisor prior to the end of the work day. If any supervisor or manager impedes or discourages you from taking a meal or rest period, you must notify the Office Manager or the Corporate Office immediately so appropriate corrective action may be taken.

Employees who do not adhere to the break policy will be subject to disciplinary action, including termination. If you feel you are not being provided your breaks or lunch periods, you should contact the Office Manager.

3.8 PERSONNEL FILES

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

Personnel files are the property of So Cal Dental Partners, and access to the information is restricted. Management personnel of So Cal Dental Partners who have a legitimate reason to review the file are allowed to do so.

Employees who wish to review their own file should contact their supervisor or the Human Resources Representative. With reasonable advance notice, the employee may review his/her personnel file in So Cal Dental Partners corporate office and in the presence of their supervisor or the Human Resources Representative.

3.9 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify their supervisor or So Cal Dental Partners Human Resources Department of any changes in personnel data such as:

- Mailing address
- Telephone numbers
- Name and number of dependents (a new W-4 form must be completed for income tax withholding purposes within 10 days of the changes)
- Physical or other limitations (i.e. pregnancy, injury, etc.)
- Beneficiary designations for insurance, disability and 401(k)
- Individuals to be contacted in the event of an emergency
- Education, licenses, certification or course completed

An employee's personnel data should be accurate and current at all times

3.10 INCLEMENT WEATHER/EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, acts of terrorism, or power failures can disrupt So Cal Dental Partners' operations. The decision to close the office will be made by the Office Manager and Partners.

When the decision is made to close the office, employees will receive official notification from their supervisors.

Time off from scheduled work due to emergency closings will be unpaid for all non-exempt employees. However, if an employee has PTO available, So Cal Dental Partners will allow a maximum of 2 days (16 hours) PTO to be applied towards any/all hours lost due to an emergency closing of an office.

3.11 EMPLOYEE PERFORMANCE REVIEW AND PLANNING SESSIONS

Supervisors will conduct performance reviews and planning sessions with all regular full-time and regular part-time employees after one year of service. Supervisors may conduct informal performance reviews and planning sessions more often if they choose.

Performance reviews and planning sessions are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

So Cal Dental Partners directly links wage and salary increases with performance. Your performance review and planning sessions will have a direct effect on any changes in your compensation. For this reason, it is important to participate in the review process and to follow through and implement any improvements or changes suggested at the performance review. While performance reviews will be given to all employees annually, pay increases are given on a case by case basis and are not guaranteed at the time of the performance review.

3.12 OUTSIDE EMPLOYMENT

With advanced written permission by So Cal Dental Partners, employees may hold outside jobs in non-related businesses or professions as long as the employee meets the performance standards of their job description with So Cal Dental Partners. Unless an alternative work schedule has been approved by So Cal Dental Partners, employees will be subject to the companies scheduling demands, regardless of any existing outside work assignments.

So Cal Dental Partner's office space, equipment, and materials are not to be used for outside employment.

3.13 CORRECTIVE ACTION

So Cal Dental Partners has established a set of work rules and standards of conduct which apply to all of its employees. All employees are urged to become familiar with these rules and standards. When an employee deviates from these rules and standards, they will be subject to corrective action, up to and including termination, contingent on the seriousness of the infraction (see section 4).

Corrective action at So Cal Dental Partners is progressive. The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In determining the response to an infraction the employees' supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record to decide the appropriate corrective action. So Cal Dental Partners reserves the right to determine what level of action is appropriate.

Though committed to a progressive approach to corrective action, So Cal Dental Partners considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: fighting or physical violence, theft in any form, insubordinate behavior, vandalism or destruction of So Cal Dental Partners' property, being on So Cal Dental Partners' property during non-business hours, the use of So Cal Dental Partners' equipment and/or So Cal Dental Partners' vehicles without prior authorization by the Office Manager, untruthfulness about personal work history, skills, or training, divulging So Cal Dental Partners' business practices, and misrepresentations of So Cal Dental Partners to a patient, a prospective patient, the general public, or an employee.

3.14 PROBLEM RESOLUTION PROCEDURE

The purpose of a resolution procedure is to ensure fair and equitable treatment for all staff members.

It is of the upmost importance to us that we learn of any condition that may be causing problems for you on the job. Such conditions cannot be corrected unless you make them known. A problem may involve work conditions, policies, alleged discrimination, harassment, or anything else that prevents a fair and productive work environment.

You are encouraged to use the following procedure so a problem can be addressed and resolved as soon as possible. Please state the situation as clearly as possible, preferably in writing, within ten days after you become aware of the situation to your Supervisor or Office Manager. Any complaints of harassment must be reported immediately to either the Practice Administrator or the Office Manager, who will then follow through according to the harassment policy described in this manual.

Step 1. The Practice Administrator or Manager (If not applicable, go to step 2)

- The administrator checks the circumstances and provides a solution to the problem within five working days.
- In the event you are not satisfied that the problem has been resolved — proceed with Step 2.

Step 2. The Human Resources Manager

- The staff member brings the situation to the attention of the Human Resources Manager in writing within ten working days.
- The Human Resources Manager investigates the circumstances and returns a decision within five working days.

The Human Resources Manager's decision on a given issue does not set a precedent for future decisions.

3.15 SAFETY AND HEALTH

So Cal Dental Partners provides information to employees about workplace safety and health issues through regular internal communication such as:

- Training sessions
- Team meetings
- Bulletin board postings
- Memorandums
- Other written communications

Each employee is expected to obey safety rules and exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions to their supervisor. We will comply with all applicable occupational safety regulations concerning employees exposed to blood or other potentially infectious materials. Universal precautions, engineering and work practice controls, and personal protective equipment will be utilized to limit the spread of diseases in the work place. A system of precautions will generally include elements such as:

- Identification of tasks and jobs involving a risk of exposure to blood or other potentially infectious materials.
- The use of protective barriers, such as gloves and goggles, by employees who are exposed to blood or bodily fluids or who are required to handle contaminated items and to clean contaminated areas.
- Procedures for the handling and disposing of potentially infectious materials, clothing, and other items.
- Provisions for the cleaning and disinfecting of work areas or equipment contaminated with blood or bodily fluids with a suitable disinfectant.
- Procedures for providing hepatitis B vaccinations, when required, and post-exposure follow-up.
- Employee training and familiarization with appropriate work and emergency procedures.
- Labeling areas and objects of potential infection.

In most circumstances, you may not refuse to work because you are afraid of contracting a life-threatening illness from a co-worker or patient. Employees concerned about being infected with a serious disease by a co-worker, customer, patient, or other person, should convey their concern to their Office Manager.

Employees who refuse to work with or perform services for a person known or suspected to have a serious disease, without first discussing their concern with the Office Manager, will be subject to discipline, up to and including termination.

Safety and health program includes:

- Providing safeguards, mechanical and physical, to the maximum extent possible.

- Conducting safety and health inspections to find and eliminate unsafe working conditions or practices, to control health hazards, and to comply fully with OSHA safety and health standards for every job.
- Training all employees in good safety and health practices.
- Providing necessary personal protective equipment and instructions for use and care.
- Developing and enforcing safety and health rules and requiring that all employees cooperate with these rules as a condition of employment.
- Investigating – promptly and thoroughly – every accident to find out what caused it. Correct the problem so it will not happen again.
- Setting up a system of recognition and awards for outstanding safety service or performance.

Everyone is responsible for safety. If you see an unsafe or hazardous condition, report it immediately. To avoid injuries, here are some important precautionary measures:

When lifting

- Plan what you want to lift and don't be in a hurry.
- Separate your feet a shoulder width apart to give you a solid base of support.
- Bend at your knees, not at the waist.
- Keep your back straight.
- Avoid twisting your body and point your toes in the direction you want to move.
- Lift with your legs, not your back.

Safety Shields

Safety shields are to be worn during certain clinical and/or laboratory procedures, as required by law. The office will supply non-prescription safety shields for each employee's use.

Store materials and equipment safely and neatly; avoid clutter that might cause accidents.

General housekeeping is everyone's responsibility.

Report equipment defects to your supervisor immediately. Repairs are to be made by authorized maintenance personnel. *Do not operate defective equipment.*

Do not climb on or into any shelving or fixtures

Keep exit doors, fire exits, or electrical panels unlocked.

In The Event Of Fire — Follow any specific procedures as outlined for your office or building:

- Keep calm.
- Call the fire department; know the emergency phone number.
- Use stairways or other alternative exits; do NOT attempt to use the elevator.
- If trapped in the office, keep the doors closed and seal any cracks (with wet towels if possible).
- Open or break a window for air and call for help; do not panic or jump.

Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action including termination of employment.

In the case of an accident that results in injury, regardless of how insignificant the injury may appear, employees should notify their supervisor (See Section 3.17, Employee Requiring Medical Attention).

3.16 HEALTH-RELATED ISSUES

Employees, who become aware of any health-related issue, including pregnancy, which might result in extended time off from work, should notify their supervisor and Human Resources Representative at once of their health status. This policy has been instituted strictly to protect the employee.

A written “permission to work” from the employee’s doctor is required at the time or shortly after notice has been given. The doctor’s note should specify whether the employee is able to perform regular duties as outlined in his/her job description.

A leave of absence may be granted on a case-by-case basis. If the need arises for a leave of absence, employees should notify their supervisor and Human Resources Representative.

3.17 EMPLOYEE REQUIRING MEDICAL ATTENTION

In the event an employee requires medical attention, whether injured or becoming ill while at work, the employee’s personal physician must be notified immediately. If it is necessary for the employee to be seen by the doctor or go to the hospital, a family member will be called to transport the employee to the appropriate facility. If an emergency arises which requires Emergency Medical Services to evaluate the injury/illness of an employee on-site, the employee will be responsible for any transportation charges. Furthermore, So Cal Dental Partner’s employees will not be responsible for transportation of another employee due to liabilities that may occur.

A physician’s “return to work” notice may be required.

3.18 BUILDING SECURITY

So Cal Dental Partners takes no responsibility for staff members' personal belongings that are lost, damaged, stolen or destroyed.

Some employees are provided with a desk or a locker for their use during work. Prohibited materials, including weapons, alcohol, non-prescribed drugs or medications, may not be placed in a desk or locker. No weapons of any type are allowed within the property at any time, regardless of whether they are in the personal possession of the employee or not, or whether they are properly licensed or not. Employees who violate this rule are subject to immediate termination.

All employees who are issued keys to the office are responsible for their safekeeping. These employees will sign a Building Key Disbursement form upon receiving the key. Employees are not permitted to make duplicate office keys. Please notify your Office Manager immediately if your key is lost. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on So Cal Dental Partners property after hours without prior authorization from the Office Manager.

In our effort to make our practice safe, we do not tolerate any/ have zero tolerance for workplace violence committed against employees. The following list of prohibited behaviors relevant to employees and clients is intended to be descriptive but not restrictive:

- Causing physical injury to another person
- Making threatening remarks
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress
- Intentionally damaging employer, employee or client property
- Possession of a weapon in the workplace
- Committing acts by or related to sexual harassment or domestic violence

Any violations of this policy or any potentially dangerous situations must be immediately reported to management and will result in immediate dismissal.

3.19 INSURANCE ON PERSONAL EFFECTS

All employees should be sure that their own personal insurance policies cover the loss of anything occasionally left at the office. So Cal Dental Partners assumes no risk for any loss or damage to personal property.

3.20 SUPPLIES, EXPENDITURES, AND OBLIGATING SO CAL DENTAL PARTNERS

Only authorized persons may purchase supplies in the name of So Cal Dental Partners or on behalf of any dental office. No employee whose regular duties do not include purchasing shall incur any expense on behalf of So Cal Dental Partners or bind So Cal Dental Partners by any promise or representation without written approval.

3.21 EXPENSE REIMBURSEMENT

All expenses incurred by an employee and submitted for reimbursement must have prior approval by a supervisor. A reimbursement form, available on our website must be completed and submitted with the receipt to the office manager. Reimbursement may be included in the employee's next regular paycheck, couriered to the dental practice from corporate or mailed directly to the employee whichever is applicable. An example of such an expense would include mileage or uniforms.

3.22 PARKING

Employees must not park in areas that are designated for use by our patients to park their cars. Please check with your office manager for direction to areas indicated and provided by So Cal Dental Partners for employee parking. Remember to close your windows and lock your car. So Cal Dental Partners will not be responsible for damage or theft to personal automobiles or property.

3.23 VISITORS IN THE WORKPLACE

To provide for the safety and security of employees, visitors, and the facilities at So Cal Dental Partners, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

For the safety of our patients please be sure that patients in the operatory are only allowed to sit on a FIXED BASED CHAIR.

3.24 IMMIGRATION LAW COMPLIANCE

So Cal Dental Partners employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with So Cal Dental Partners within the past three years or if their previous I-9 is no longer retained or valid. At times the corporate office will request updated forms for I-9 compliance due to expiration of identification or passports currently on file.

3.25 ARBITRATION

Arbitration provides an alternate dispute resolution mechanism for employee complaints. In the case of certain types of disputes arising out of your employment or the termination of your employment, you and the employer agree to submit such disputes exclusively to final and binding arbitration. Arbitration does not apply to claims for workers compensation, unemployment insurance or wage and hour matters.

3.26 AMERICANS WITH DISABILITIES ACT

So Cal Dental Partners complies with the Americans with Disabilities Act (ADA), and all other applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. We will provide reasonable accommodation for such individuals in accordance with these laws. It is our policy to:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner during the pre-employment process and in all conditions of employment if hired.
2. Administer medical examinations (a) to applicants only after conditional offers of employment have been extended, and (b) to employees only when justified by business necessity, such as for a second medical opinion or a fitness-for-duty exam, or as part of a voluntary annual physical examination program.
3. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
4. Notify individuals with disabilities that we provide reasonable accommodation to qualified individuals with disabilities, by including this policy in the Employee Policy Manual and by posting the Equal Employment Opportunity Commission's poster on not discriminating against individuals with disabilities and other protected groups conspicuously throughout our facilities.

Procedure for Requesting an Accommodation

Qualified individuals with disabilities must make requests to the Office Manager for reasonable accommodation. So Cal Dental Partners will then meet with the individual to identify the precise limitations resulting from the disability and the potential accommodation the practice might be able to make in an “interactive process meeting.”

Items to consider are: The nature and cost of the accommodation, the practice's overall financial resources, the effect on the other employees' ability to perform their duties and the overall impact on the practice.

The employee will be informed of the decision. If the accommodation request is denied, you can appeal the decision by submitting a written request to the Human Resources Manager.

After reviewing the appeal, we will notify the employee of the decision, which is final.

3.27 HEPATITIS B VACCINATION & CPR

Hepatitis B vaccination is made available to employees who are reasonably expected to be in contact with blood (or its products) in the performance of their duties. The vaccination is made available within 10 days of the initial assignment to employees who have not already been vaccinated. The employer will pay the immunization expense. Employees who decline to have the vaccination will be asked to sign a formal statement of declination but should they later change their mind So Cal Dental Partners will extend/honor the benefit.

Cardiopulmonary Resuscitation (CPR) So Cal Dental Partners requires all clinical employees (Registered Dental Assistants, Dental Assistants, Hygienists, and Doctors) to possess a current CPR license. To ensure the safety of our patients, So Cal Dental Partner’s clinical employees will not be allowed to work until they can provide proof of a current CPR license. So Cal Dental Partners provides an annual CPR training class to enable employees to renew or obtain their CPR license. This training will be available to *ALL* employees free of charge. While not mandatory, business office employees are encouraged to obtain their CPR license. Should an employee, for any reason, be unable to attend the scheduled office CPR training session, they will need to obtain this training on personal time, at their expense. Please check with the Practice Manager or Clinical Supervisor for the next scheduled class at your office.

3.28 JOB ABANDONMENT

A staff member who is absent from work for **three** consecutive days without notifying the office is considered to have resigned. If you request time off that is denied and take time off anyway, or if you fail to return from an approved absence on the agreed upon date, the absence is considered to be job abandonment and treated as a voluntary resignation. (See section 4.1 Attendance/Punctuality)

3.29 JURY DUTY

When called to serve on jury duty or as a witness, you are required to submit a copy of the summons to your manager immediately. You are also required to submit certification from the court listing the actual days of service.

If you are called to serve on jury duty, you will be given a Leave of Absence. Wages will not be paid while on jury duty; however, employees are permitted to use PTO time if it is available to them.

If you are released before the end of the workday, you are to return to work for the balance of the day.

The employer reserves the right to contact the court to request a release from jury duty.

3.30 FAMILY CARE AND MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE POLICY

Under the California Family Rights Act of 1993 (“CFRA”) and federal Family and Medical Leave Act (“FMLA”), if you have more than 12 months of service with your employer and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (“CFRA/FMLA leave”). This leave may be up to 12 workweeks in a rolling 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.

Even if you are not eligible for CFRA/FMLA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take pregnancy disability leave (“PDL”) of up to four months, or the working days in one-third of a year or 17½ weeks, depending on your period(s) of actual disability. Time off needed for prenatal or postnatal care, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, childbirth, postpartum depression, loss or end of pregnancy, or recovery from childbirth or loss or end of pregnancy would all be covered by your PDL.

So Cal Dental Partners also has an obligation to reasonably accommodate your medical needs (such as allowing more frequent breaks) and to transfer you to a less strenuous or hazardous position if it is medically advisable because of your pregnancy or medical status.

If you are CFRA-eligible, you have certain rights to take BOTH PDL and a separate CFRA leave for reason of the birth of your child. Both leaves guarantee reinstatement to the same or a comparable position at the end of the leave, subject to any defense allowed under the law. 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 or a family member). For events that are unforeseeable, you must to notify your employer, at least verbally, as soon as you learn of the need for the leave. You are

responsible for your portion of health insurance while out on leave. Any accrued PTO will be paid out to pay for your portion unless previously agreed upon with the corporate office. Failure to make payments or arrangements may cause a loss of health insurance if premiums are unpaid. A Cobra notification will be sent to anyone with health insurance loss of coverage. Please make sure the corporate office has your current mailing address at all times.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

So Cal Dental Partners may require medical certification from your health care provider before allowing you a leave for:

- your pregnancy
- your own serious health condition
- to care for your child, parent, or spouse who has a serious health condition

See Human Resources for a copy of a medical certification form to give to your health care provider to complete.

When medically necessary, leave may be taken on an intermittent or a reduced work schedule. If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. Contact Human Resources for more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). The FEHA prohibits employers from denying, interfering with, or restraining your exercise of these rights. For more information about your rights and obligations, contact your employer, look at the Department of Fair Employment and Housing's website 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's website.

If your FMLA has expired and you or your doctor have requested you have a reduction in hours; we must comply with your doctor's orders. If this causes your status to change from Full Time to Part Time, So Cal Dental Partners must change your employment status. This may affect your benefits. When/if you change your status back to Full Time/Part time please see section 6.1 in this manual for waiting periods and benefits.

3.31 BEREAVEMENT LEAVE

So Cal Dental's bereavement leave allows an eligible employee to receive paid leave due the death of an immediate family member.

Eligibility: All eligible regular full-time employees are covered by the policy. Other employees may be given time off without pay with Supervisor's approval.

- The time off must be approved by advanced written permission of a supervisor.
- Time paid for funeral leave will not be counted as hours worked for computing overtime.

All eligible regular full-time staff members bereaved by the death of a family member will be granted time off without loss of pay according to the following provisions:

Immediate Family: When a death occurs in your immediate family, you will be compensated for the wages actually lost from the day of the death, up to and including the day of the funeral, not to exceed a total of 2 workdays.

Immediate family includes legal spouse (including registered domestic partner), son, daughter, father, mother, sister, brother, father-in-law and mother-in-law.

Funeral pay will not be paid in addition to any other allowable pay for the same day such as holiday pay, or PTO.

Additional days may be allowed using PTO with Supervisor's approval.

3.32 UNEMPLOYMENT INSURANCE

If employment is terminated, you may be eligible to receive unemployment insurance. The insurance provides financial assistance to employees who become unemployed through no fault of their own. Consequently, when employees are at fault, such as resigning voluntarily or being discharged for unprofessional conduct, they may lose eligibility for unemployment benefits. In order to receive unemployment benefits, a claim must be filed at the local office that administers the state's unemployment insurance law. To expedite the process, you must notate that your employer is So Cal Dental Partners using the Corporate office's address (Not your practice name or address)

3.33 STATE DISABILITY INSURANCE

Employees who suffer from a non-work-related illness or injury may be entitled to State Disability Insurance (SDI). SDI provides low cost disability protection if an illness or injury not caused by the job prevents you from working. A small percentage of each employee's wages, up to the prevailing maximum, is deducted each pay period to finance this mandatory insurance. To initiate a claim, telephone or go online the nearest State Disability office to request the necessary forms. During the waiting period before disability payments begin, you can take earned and unused sick leave. This will help to compensate for any lost wages during the waiting period. To expedite the process, you

must notate that your employer is So Cal Dental Partners using the Corporate office's address (Not your practice name or address)

3.34 SOCIAL SECURITY

As an employee of the practice, you are covered under the provisions of the federal social security law (FICA). If any employee's earnings stop because of death, disability, or retirement, then the employee and his or her family (if requirements are met) may be eligible for the lost earnings to be replaced in part from the fund. Social security insures basic retirement payments, Medicare, disability payments, death benefits for survivors, and burial allowance. The amount of deduction from your wages for social security taxes is matched by the practice.

3.35 WORKERS' COMPENSATION

Employees are covered by workers' compensation insurance for work-related injuries or occupational diseases. So Cal Dental Partners pays this insurance.

Benefits- Workers' compensation benefits provide medical, surgical, and hospital treatment, in addition to payment for loss of earnings that result from work-related injuries. Benefits include:

- Cash benefits for both impairment and disability. Disability payments cover certain physical problems, while impairment benefits cover disability and loss of wages.
- Medical benefits within the legislated limits.
- Rehabilitation benefits, including both medical rehabilitation and vocational training for cases involving severe disabilities.
- Compensation paid to an injured worker is decided by a rate set by law—usually a percentage of a regular weekly wage with a fixed maximum and minimum amount, subject to a total maximum limitation figure.
- Compensation payments begin from the first day of an employee's hospitalization or after the third day following the injury if an employee is not hospitalized.

Reporting injuries- If you are injured while working notify your supervisor *immediately* and fill out the Accident Report, regardless of how minor the injury may be. Failure to report an accident can result in a violation of legal requirements, and can lead to difficulties in processing benefit and insurance claims. The practice will not pay for any medical treatment given before the employer was made aware of the injury.

All injuries involving time off must be reported to the Division of Labor Statistics and Research. Serious injuries, illnesses, or deaths must be reported to the Division of Industrial Safety. The employer will file injury reports with the insurance carrier within five days after the injury occurs. Check the posted information for the name of the insurance carrier and the expiration date of the present insurance coverage.

Our insurer regularly reviews and audits medical claims for indications of fraud. Employees filing frivolous or fraudulent claims will be prosecuted and subject to

imprisonment and/or fines.

Medical Provider Network (MPN) - A MPN is a group of health care providers (physicians and other medical providers) used by your employer to treat workers injured on the job. Each MPN includes a mix of doctors specializing in work-related injuries and doctors with expertise in general areas of medicine. California workers compensation law allows employers and their claim administrators to implement and direct injured employees to a Medical Provider Network (MPN) for medical care. Our claim administrator is Liberty Mutual Manager Care LLC. The MPN Physician/provider directory will be available to your employer, physician and you. You may contact your supervisor or Claims Case Manager to request a regional and/or full listing of MPN provider network. Your employer or Claims Case Manager will provide you the full listing of the MPN provider network or you can call the Liberty Provider Referral Line, 1-800-944-0443.

Return to work accommodations- So Cal Dental Partners will do their best to accommodate employees who are on limited work duties prescribed by a physician for either workers comp related injuries, disability and/or physician instructions. All employees must coordinate their return to work with limitations with both the office manager and human resources department.

Disclaimer notice- The employer or the insurance carrier may not be liable for the payment of any worker's compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Note: An employee out on worker's compensation benefits will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. So Cal Dental Partners will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins).

Employees on worker's compensation benefits, who have exceeded the 12 weeks of employer/employee covered group health insurance, will have the option of remaining on the group health insurance coverage through So Cal Dental Partners in conjunction with the federal COBRA guidelines. If an employee chooses to elect COBRA, the employee will be responsible for the full amount of the applicable premium. Employees should contact Human Resources for further information.

3.36 PARENTAL LEAVE

If you are the parent or guardian of a child or children enrolled in kindergarten through grade 12 or licensed child care provider, you may take time off from work, up to forty (40) hours per year for the purpose of either of the following child-related activities: (a) to find, enroll or re-enroll your child in a school or with a licensed child care provider, or

to participate in activities of the school or licensed child care provider (time off pursuant to this paragraph shall not exceed eight hours in any calendar month of the year); or (b) a child care provider or school emergency.

You must provide the office manager with reasonable advance notice of your planned absence, and you must use existing, accrued PTO for the visit(s). If no PTO remains, the employee may take time off without pay for these absences.

If your child has been suspended from school and you receive a notice from the child's school requesting that you attend a portion of a school day in the child's classroom, you may take unpaid time off to appear at the school. Before your planned absence, you must give reasonable notice to appear in your child's school.

You must provide documentation from the school verifying the date and time of your visit(s).

3.37 TIME OFF FOR VOTING

If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the voter to vote. No more than two hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two working days' notice that time off for voting is desired, in accordance with the provisions of this section.

3.38 SOLICITATION

Persons who are not employees of the So Cal Dental Partners are not permitted to solicit or distribute anything for any purpose inside So Cal Dental Partners' buildings or elsewhere on So Cal Dental Partners' property without the direct permission of the Office Manager. Employees are not permitted to distribute anything for any purpose during working time or on non-working time in working areas. No employee shall deface or alter any So Cal Dental Partners' building or property, or employee property, by affixing any poster, sign, sticker, or other type of advertising or propaganda matter or device.

3.39 EXPENSES

In accordance with California law, the Company reimburses employees for all expenses that they incur directly in performing their job duties. In order to obtain reimbursement

from the company, the employee must, as required by IRS regulations, submit a copy of the appropriate bill, receipts or other satisfactory evidence identifying the costs incurred to the Human Resources Department. The employee must also complete the appropriate reimbursement request form and verify the amount of the expense, the date the expenses were incurred, and the reason why they were incurred. All reimbursement requests should be submitted within 30 days of incurring the expense.

SECTION 4

STANDARDS OF CONDUCT

All employees are expected to conduct themselves in an appropriate manner for the circumstances in which they are working. Misconduct will not be tolerated and may lead to discipline or termination of employment. (See section on At Will Employment for provisions on employee termination. **THE PROVISIONS OF THIS SECTION DO NOT MODIFY OR ALTER THE AT WILL PROVISIONS** contained in that section. The section on At Will Employment sets forth the sole and entire agreement between you and So Cal Dental Partners regarding the term of employment and the termination thereof. Thus, So Cal Dental Partners is under no obligation to prove cause or justification for an employee's dismissal.)

Consistent with the So Cal Dental Partner's at will employment status, So Cal Dental Partners reserves its right to use discretion in deciding when and how discipline is imposed. No formal system, procedure or proof of cause is required. Further, exempt employees shall not be subject to any disciplinary action that would invalidate their exempt status.

The work rules and standards of conduct for So Cal Dental Partners are important, and So Cal Dental Partners regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting So Cal Dental Partners business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.13, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records (See Section 5.2, Timekeeping)
- Working under the influence of alcohol or illegal drugs (See Section 4.6, Substance Abuse)
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Section 4.6, Substance Abuse)
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace

- Negligence or improper conduct leading to damage of So Cal Dental Partners-owned or patient-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment (See Section 4.3, Harassment, Including Sexual Harassment)
- Excessive absenteeism or any absence without notice (See also, Section 4.1 Attendance/Punctuality and 4.2, Absence without Notice)
- Unauthorized use of telephones, or other So Cal Dental Partners'-owned equipment (See Section 4.4, Telephone Use)
- Using So Cal Dental Partners' equipment for purposes other than business (i.e. playing games on computers or personal Internet usage)
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Discourteous treatment of others

4.1 ATTENDANCE/PUNCTUALITY

So Cal Dental Partners expects that every employee will be in the office, ready to work, at their starting time, consistently each day. Absenteeism and tardiness affects the timely care of our patients and places a burden on other employees and So Cal Dental Partners.

If you are unable to report for work for any reason, you must notify your supervisor or office manager by phone before your regular start time. You are responsible for speaking directly with your supervisor about your absence. Texting, email and Facebook messages are not acceptable forms of communication unless specifically requested by your supervisor. It is your responsibility to know your practice policies. It is not acceptable to have a friend or spouse call or leave a message on a supervisor's voicemail, except in extreme emergencies. In the case of leaving a voicemail message, a follow-up call must be made later that day. In the event that your supervisor is on vacation or leave of absence, you must contact the person appointed in charge by the supervisor.

Should excessive tardiness or absenteeism become apparent, corrective action will be taken (see Section 3.13, Corrective Action).

4.2 ABSENCE WITHOUT NOTICE

When you are unable to work because of illness or an accident, please notify your supervisor. This will allow So Cal Dental Partners to arrange for temporary coverage of your duties, and helps other employees to continue work in your absence. If you do not

report for work and So Cal Dental Partners is not notified by you or your agent of your status, it will be assumed after three consecutive days of absence that you have resigned, and you will be removed from the payroll.

Texting or email is not an acceptable method for 'calling in sick'. If you are unable to come to work because of illness or other unplanned occurrence, you must call and speak to your direct supervisor/office manager. There will be no exceptions without prior approval from the office manager first. Violation of this policy is subject to termination and/or disciplinary action.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation.

4.3 HARASSMENT, INCLUDING SEXUAL HARASSMENT

1. Policy Statement. So Cal Dental Partners strictly prohibits unlawful harassment. This includes harassment on the basis of sex, sexual orientation, gender identity, genetic information, race, color, ancestry, religious creed, handicap or disability, medical condition, age (over 40), marital status, military and veteran status, or any other protected class under applicable law.
2. Application.
 - A. This policy applies to all phases of the employment relationship, including but not limited to, recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.
 - B. This policy applies to all officers and employees of So Cal Dental Partners, including, but not limited to, full- and part-time employees, per diem employees, temporary employees, and persons working under contract for the So Cal Dental Partners.
3. Harassment Defined.
 - A. Harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual's sex and/or membership in one of the above-described protected classifications, and:
 - (1) Submission to the offensive conduct is an explicit or implicit term or condition of employment
 - (2) Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee
 - (3) The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment

B. Examples of what may constitute prohibited harassment include, but are not limited to, the following:

- (1) Kidding or joking about sex or membership in one of the protected classifications
- (2) Hugs, pats, and similar physical contact
- (3) Assault, impeding or blocking movement, or any physical interference with normal work or movement
- (4) Cartoons, posters, e-mails and other materials referring to sex or membership in one of the protected classifications
- (5) Threats intended to induce sexual favors
- (6) Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome
- (7) Degrading words or offensive terms of a sexual nature or based on the individual's membership in one of the protected classifications
- (8) Prolonged staring or leering at a person
- (9) Similar conduct directed at an individual on the basis of race, color, ancestry, religious creed, handicap or disability, medical condition, age (over 40), marital status, sexual orientation, gender identity or any other protected classification under applicable law

4. Procedure

A. Internal Reporting Procedure

- (1) Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors, or others should immediately notify his or her supervisor or, in the alternative, the Office Manager, depending on which individual the employee feels most comfortable in contacting.
- (2) Additionally, supervisors who observe or otherwise become aware of harassment that violates this policy have a duty to take steps to investigate and remedy such harassment and prevent its recurrence.

B. External Reporting Procedure

- (1) Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors, or others may file a

complaint with the California Department of Fair Employment & Housing ("DFEH"). The phone number for DFEH is located in the phone book under government agencies.

5. Investigation.

- A. Upon the filing of a complaint with So Cal Dental Partners, the complainant will be provided with a copy of this policy. The Office Manager is the person designated by So Cal Dental Partners to investigate complaints of harassment. The Office Manager may, however, delegate the investigation at his/her discretion. In the event the harassment complaint is against the Office Manager, an investigator shall be appointed by the Human Resources Manager.
- B. Charges filed with the DFEH are investigated by the DFEH.

6. Internal Documentation Procedure.

- A. When an allegation of harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the Office Manager.
- B. The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made at the time the verbal interview is in progress. Any other documentary evidence shall be retained as part of the record of the investigation. Upon completion of the investigation, the results shall be given to the complainant, the alleged harasser, and the Office Manager.
- C. Based on the report and any other relevant information, the Office Manager shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes harassment. In making that determination, the Office Manager shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question; the context in which the conduct, if any, occurred; and the conduct of the person complaining of harassment. The determination of whether harassment occurred will be made on a case-by-case basis by the Office Manager.

7. Confidentiality. All records and information relating to the investigation of any alleged harassment and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

8. Remedies.

A. Disciplinary Action.

- (1) If the Office Manager determines that the complaint of harassment is founded, the Office Manager shall take immediate and appropriate disciplinary action consistent with the requirements of law and any personnel rules or regulations pertaining to employee discipline. Other steps may be taken to the extent reasonably necessary to prevent recurrence of the harassment and to remedy the complainant's loss, if any.
- (2) Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harasser, and any other factors relating to the fair and efficient administration of So Cal Dental Partners' operations.

B. In the event a complaint is filed with the DFEH, and the DFEH finds that the complaint has merit, the DFEH will attempt to negotiate a settlement between the parties. If not settled, DFEH may issue a determination on the merits of the case.

- (1) Where a case is not settled, the DFEH may pursue litigation in civil court with the Complainant as the Real Party in Interest. Legal remedies available through the DFEH for a successful claim by an applicant, employee, or former employee include possible reinstatement to a former job; award of a job applied for; back pay; front pay; reasonable attorneys' fees; and under appropriate circumstances, punitive damages, out-of-pocket losses, affirmative relief, training, and emotional distress damages.
- (2) In the alternative, DFEH may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

9. Retaliation. Retaliation against anyone for opposing conduct prohibited by this policy or for filing a complaint with or otherwise participating in an investigation, proceeding or hearing conducted by So Cal Dental Partners or the, DFEH, is strictly prohibited by So Cal Dental Partners and state regulations. It may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

10. Employee Obligation.

- A. Employees are not only encouraged to report instances of harassment; they are obligated to report instances of harassment.

- B. Employees are obligated to cooperate in every investigation of harassment, including, but not necessarily limited to:
 - (1) Coming forward with evidence, both favorable and unfavorable to a person accused of harassment
 - (2) Fully and truthfully making a written report or verbally answering questions when required to do so during the course of So Cal Dental Partners' investigation of alleged harassment.
- C. Knowingly, falsely accusing someone of harassment or otherwise knowingly giving false or misleading information in an investigation of harassment shall be grounds for disciplinary action, up to and including, termination of employment.

4.4 TELEPHONE, CELLPHONE & ALL OTHER COMMUNICATION DEVICES

So Cal Dental Partner's telephones are intended for the use of serving our patients and in conducting So Cal Dental Partners' business. Personal usage of office telephones during business hours is discouraged except for extreme emergencies. Should an emergency arise and you require the use of an office telephone, the employee must inform their supervisor and make or answer the call in a private area (lounge or private office). All personal telephone calls should be kept brief to avoid congestion on the telephone line. To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours to emergencies.

So Cal Dental Partners strictly prohibits the use of personal cell phones, tablets, or any other electronic/communication device (including but not limited to: apple watch, smartphones, social media, instant messaging, Facebook, Twitter, etc., hereinafter for purposes of this policy, "cell phone") while on the clock. It is expected that if an employee brings a cell phone to work, they are required to keep the phone turned off or on silent and/or vibrate. The only time such personal use on an employee's personal device is permitted during the workday is during the employees' lunch or break times. Cell phones are never permitted to be used in front of a patient or in any public areas where it can be considered distracting for the patient or staff.

If an employee is found to be deviating from this policy, he/she will be subject to disciplinary action (See Section 3.13, Corrective Action).

4.5 PUBLIC IMAGE AND UNIFORMS

A professional appearance is important anytime you come in contact with patients or potential patients. So Cal Dental Partners employees should be well groomed and dressed appropriately for our business and for their position in particular.

Business and clinical employees are to wear professional, neat, clean, and tasteful clothing. Immoderate hairstyle, rings, ornaments, tattoos, piercing or colors are unacceptable. Close contact with patients necessitates meticulous attention to personal and oral hygiene.

Light jewelry is permitted. Unusual, large or unprofessional jewelry is not permitted.

If hair is longer, it is to be tied back from the face in a neat manner so as not to interfere with the performance of duties.

Nails are to be manicured and their length should not interfere with the execution of duties. Nail polish should be subdued.

Face to be shaved and/or mustaches, beards, and sideburns neatly trimmed. Hair is to be clean, well-trimmed, and well groomed.

Shoes should be white or black in color and not be made of cloth, but of real or synthetic leather that can be scrubbed, sprayed, polished and buffed. Shoelaces should be clean and in good condition. For certain positions, the employer may approve exceptions to this policy.

Clinical team members: for sanitary reasons must keep nails short, fake/acrylic nails and nail polish are not permitted unless gloves are worn. Make-up and perfume are to be kept to a minimum.

The office provides and maintains uniforms (excluding normal laundering) when required to be worn as a condition of employment. So Cal Dental Partners will provide the following:

Full time clinical employees: 2 sets of scrubs max of \$150 every 6 months

Part time clinical employees: 1 set of scrubs max of \$75 every 6 months

Unless the office has paid directly for uniforms/scrubs, reimbursements for uniforms will be tracked through payroll as a non-taxable (negative) deduction. This is for tracking purposes only.

Dental Assistants and Hygienists: for sanitary reasons, nails are to be short, and nail polish or fake nails are not permitted unless gloves are worn.

Make-up and perfume are to be kept to a minimum.

Business Office team members:

Team members who are part of the business office teams are expected to wear work appropriate attire and are restricted from:

- Extreme casual wear (cropped pants, jeans, mini-skirts)
- Overuse of cosmetics

- Overuse of perfume
- Overuse of jewelry
- Flip flops
- Tattoos must be covered with long sleeved shirts
- Tongue rings
- Nose rings
- Plugs in ears

Consult your supervisor if you have any questions about appropriate business attire.

4.6 SUBSTANCE ABUSE

So Cal Dental Partners is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees. The rules apply during working hours to all employees of So Cal Dental Partners while they are on So Cal Dental Partners' premises or elsewhere on So Cal Dental Partners' business:

- The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on So Cal Dental Partners' property is prohibited.
- Being under the influence of illegal drugs, alcohol, or substances of abuse on So Cal Dental Partners' property is prohibited.
- Working while under the influence of prescription drugs that impair performance is prohibited.

So that there is no question about what these rules signify, please note the following definitions:

So Cal Dental Partners' property: All So Cal Dental Partners' owned or leased property used by employees.

Controlled substance of abuse: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.

Drug: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.

Drug paraphernalia: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.

Illegal drug:

- a. Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.
- b. Any drug, including – but not limited to – a prescription drug, used for any reason other than that prescribed by a physician.
- c. Inhalants used illegally.

Under the influence: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

Consistent with the rules listed above, any of the following actions constitutes a violation of So Cal Dental Partners policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.

Working or reporting to work, conducting So Cal Dental Partners' business or being on So Cal Dental Partners' property while under the influence of an illegal drug or alcohol, or in an impaired condition is strictly prohibited and are grounds for immediate termination.

Any employee under the influence of any drug or alcoholic beverage on the job poses a serious risk to employees' and patients' health and safety.

Legally prescribed medications are only permitted within the practice to the extent that the uses of such medications do not adversely affect your job performance, your safety or that of others. If you are using a drug or a medically prescribed medication that is known or advertised as possibly affecting or impairing judgment, coordination, or other senses or which may adversely affect the ability to perform work in a safe and productive manner, it is your responsibility to advise the doctor of this fact before reporting to work.

Drug and Alcohol Testing: If there is reasonable suspicion that you are under the influence of any illegal or non-prescribed drugs, you may be required to immediately submit to a medical examination and/or to submit to urine, blood, saliva, breath, an/or hair testing for drugs or alcohol. The reasonable suspicion may be related to appearance, behavior, speech, and excessive absenteeism, frequent accidents, declining performance or other facts. Employee acceptance of medical examinations and testing is a condition of employment. Therefore, refusal to submit to a drug or alcohol test will be considered equivalent to a confirmed "positive" test.

Inspections to Administer and Enforce Policy: In order to promote a safe, productive and efficient work place, the employer reserves the right to inspect any articles and property on practice property. The inspection may include lockers, desks, boxes, packages, lunch boxes, containers, and any other object on practice property.

Notification of Criminal Conviction: Any employee convicted of a criminal drug statute must notify the Office Manager in writing within five calendar days of the conviction.

Any violation of this Alcohol and Drug prevention policy will result in adverse employment action up to and including dismissal and referral for criminal prosecution.

Employee Assistance: Employees with substance abuse problems are urged to seek help. Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) provide information and support. Local chapters are listed in the telephone directory.

4.7 TOBACCO PRODUCTS

The use of tobacco products is not permitted anywhere on the So Cal Dental Partner's premises except in authorized and designated locations. This includes vaping, chew tobacco and any related tobacco products. Please consult with your Supervisor for the designated smoking area. Employees must follow all rules posted in designated smoking areas and adhere to all policies associated with this policy (See Sections 3.7, Break Periods and 3.15, Safety).

4.8 INTERNET AND COMPUTER USE

So Cal Dental Partners employees are allowed use of the Internet and e-mail when necessary to serve our patients and conduct So Cal Dental Partners' business. The use of the Internet must not disrupt operation of So Cal Dental Partners' computer network. Use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical and lawful.

Personal use of the internet and email is strictly prohibited.

Internet messages and e-mails on So Cal Dental Partner's servers are not private and belong to So Cal Dental Partners. So Cal Dental Partners reserves the right to access, copy, review and monitor all computers, files and messages on its systems.

If an employee is found to be deviating from this policy, he/she will be subject to disciplinary action (See Section 3.13, Corrective Action).

4.81 SOCIAL MEDIA

“Social media (including personal and professional websites, blogs, chat rooms and bulletin boards; social networks, such as Facebook, LinkedIn and Twitter; video-sharing sites such as YouTube; and e-mail) are a common means of communication and self-expression. Because online postings can conflict with the interests of So Cal Dental Partners, dental practices and its customers, the Company has adopted the following

policy. Breach of this policy may result in counseling and disciplinary action, including termination of employment.

Confidentiality and Privacy

“Do not disclose the Company’s confidential or proprietary information, or personal identifying information of anyone at the Company, in online postings or publications. Sharing these types of information, even unintentionally, could result in harm to the Company and legal action against you or the Company.

Your Identity Online

- “You are personally liable for all communications and information you publish online. The Company may be liable for online activity that uses company assets, a company e-mail address or any e-mail address that can be traced back to the Company’s domain, which generally is any internet address affiliated with the Company. Using your name and a Company e-mail address may imply that you are acting on the Company’s behalf. Because social media and networking activities are public, your Company e-mail address and Company assets should be used only to perform job-related activities, which may include professional networking but do not include personal social networking.
- Outside the workplace, you have a right to participate in social media and networks using your personal e-mail address. However, information and communications that you publish on personal online sites should never be attributed to the Company or appear to be endorsed by, or to have originated from, the Company.
- If you choose to disclose your affiliation with the Company in an online communication, then you must treat all communications associated with the disclosure as professional communications governed by this and other Company policies.

Limitations on Online Publications

- “Never identify a customer or co-worker in an online posting without his or her prior written permission.
- Obey the law and ethics rules. Do not post any information or engage in any online activity that violates applicable local, state or federal laws, or professional rules of conduct.
- Identify all copyrighted or borrowed material with citations and links. When publishing direct or paraphrased quotes, thoughts, ideas, photos or videos, give credit to the original publisher or author.

- Direct all requests for references for current or former Company employees to the Human Resources Department. Comments you post about current and former employees can have legal consequences, even if you make the comments personally and not on the Company's behalf.

Creating and Managing Content

- “The Corporate office must approve any website, blog, chat room, video-sharing site, bulletin board or other social media that promotes the Company. No employee may incorporate the Company's logo or other intellectual property in a website, blog, chat room, video-sharing site, bulletin board or other social media without the Company's written permission.
- If you maintain a website, blog, chat room, video-sharing site, bulletin board or other social media that promotes the Company, you are responsible for reviewing responses to online posts and resolving any concerns about the propriety of the responses before they are posted.
- If a blogger or any other online participant posts an inaccurate, accusatory or negative comment about the Company or any of its employees, do not respond to the post without the approval of the Corporate Office.
- Refrain from publishing comments about controversial or potentially inflammatory subjects, including politics, sex, religion or any other non-business related subjects in any posts or other online communications involving the Company.
- Avoid hostile or harassing communications in any posts or other online communications involving the Company. Harassment is any offensive conduct based on a person's race, sex, gender, gender identity, national origin, color, disability, age, sexual orientation, veteran status, marital status, religion or any other status protected by law.

“Nothing in this policy is intended to or will be applied in a manner that limits employees' rights to engage in protected concerted activity as prescribed by the National Labor Relations Act.”

4.9 CONFLICT OF INTEREST

Conflict of Interest – Employee agrees not to 1) engage in any business performing work similar to that of Employer without full disclosure to, and written permission from Employer; and 2) solicit or otherwise make contact with any of So Cal Dental Partner's patients, except for the sole purpose of conducting Employer's business with such patients; and 3) solicit, accept or receive any payments, services or items or other kickbacks from any person or firm, including, but not limited to, subcontractors or other vendors or suppliers; and 4) become directly or indirectly involved in activities that could be detrimental to the best interests of So Cal Dental Partner's.

The Board of Directors mandates that employees who engage in any form of fraternization with a patient, aside from that which is directly associated with the business, need to disclose this relationship to the Board of Directors for review. It will

be at the discretion of the Board of Directors as to if the proposed relationship proves to be a conflict of interest. This would include, but is not limited to fraternization with a married patient. Failure to disclose said relationships will result in disciplinary action, up to and including termination.

SECTION 5

WAGE AND SALARY POLICIES

5.1 WAGE OR SALARY INCREASES

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the anniversary date of employment or the date of the previous compensation review. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Increases will be determined on the basis of performance, adherence to So Cal Dental Partners' policies and procedures, and ability to meet or exceed duties per job description and achieve performance goals (See Section 3.11, Performance Review/Planning Sessions). Pay increases are not issued in conjunction with annual performance reviews (See Section 3.11)

Although So Cal Dental Partners' salary ranges and hourly wage schedules will be adjusted on an ongoing basis, So Cal Dental Partners does not grant "cost of living" increases. Performance is the key to wage increases in So Cal Dental Partners.

5.2 TIMEKEEPING

You will find your workdays and hours on the posted schedule. You are responsible for reading the schedule and being available for work when required. The workdays and hours may be increased or decreased in response to the needs of the practice.

Office requirements, due to unexpected emergencies and changes in planned procedures, occasionally make it necessary to work beyond the scheduled work hours. When overtime is required, you will be notified as much in advance as possible. The employer reserves the right to assign employees to jobs other than their usual assignments when required.

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is the time actually spent on a job(s) performing assigned duties. All employees should report "ready" to work at starting time. This means belongings stored and grooming (i.e. hair and makeup) completed prior to clocking in. Employees are prohibited from working "off the clock". All time worked by non-exempt employees must be recorded and will be paid.

So Cal Dental Partners does not pay for extended breaks or time spent on personal matters.

The time clock is a legal instrument. Employees are not permitted to enter another employee's time. Altering, falsifying, tampering with time records, or recording time on another team member's time record will result in disciplinary action, including termination of employment.

Employees are not to start work earlier than 5 minutes before your normal starting time or sign out or stop work later than 5 minutes after your normal quitting time unless overtime has been approved in advance. For pay calculation purposes, time will be rounded up or down to the nearest quarter of an hour.

Should you forget to clock in or out, please notify your Supervisor of the correct time immediately. Employees who repeatedly fail to clock in or out may be subject to disciplinary action.

Exchanging Hours: Shifts and hours are not to be exchanged with another employee without prior written approval from the office manager.

5.3 OVERTIME

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked over 40 per week or 8 per day at a rate of one and one-half times the non-exempt employee's regular hourly rate. Working on weekends does not constitute overtime unless the employee has worked over 40 hours in the workweek which is defined Sunday thru Saturday. Time off on PTO, personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked.

All overtime work performed by an hourly employee must receive the Office Manager's prior authorization. Overtime worked without prior authorization from the Office Manager may result in disciplinary action.

5.4 PAYDAYS

All employees are paid semi-monthly. Wages are calculated for the periods of: (1) the 1st through the 15th, and (2) the 16th through the last day of the month. Checks will be issued on the 5th and 21st of the month, respectively. If a payday falls on a Saturday checks will be issued on Friday. If a payday falls on a Sunday, checks will be issued on Monday. If payday falls on a Holiday, payroll checks will be dated and paid the following normal business day.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available for pick-up upon his/her return from vacation.

Payroll incentives/bonuses will be one the same payroll check as regular hours, O/T, Holiday etc. Separate checks for incentives are not permitted.

Please review your paycheck for errors. If you find a mistake, report it immediately, so we can correct it right away. To prevent misunderstandings later, any discrepancies must be reported within 30 days after receiving the check, or we will assume that no error has occurred and you will have no recourse later.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address or deposited directly into an employee's bank account upon request.

Each employee is responsible for his or her individual paycheck after it has been received. Please report a lost payroll check within 24 hours so we can initiate the "stop-payment" process. At the employer's discretion, employees may have any related bank charges deducted from their following paycheck.

5.5 PAYROLL DEDUCTIONS

State and federal payroll taxes will be withheld from your paycheck in accordance with state and federal laws. These deductions include State and Federal Withholding Tax, Social Security Tax (FICA), State Disability Insurance (SDI) taxes and any State and Federal Tax Liens. Other reasons for deductions may include United Fund, U.S. Savings Bonds, and health insurance premiums for the employee or dependent coverage, garnishments for payment for goods or professional services received by the employee on behalf of self or a member of the family.

New employees are required to fill out a Withholding Exemption Certificate (Form W-4) on or before the day they begin work. If you fail to fill out Form W-4, the employer is required to withhold the maximum amount of tax. A Form W-4 remains in effect until a new amended form is submitted.

Change in Status: You must file an amended Form W-4 reducing the number of exemptions within ten days after:

- The spouse or registered domestic partner for whom you had been claiming an exemption is divorced or legally separated from you or claims their own exemption on a separate certificate.
- The support of a dependent for which you claimed exemptions is taken over by someone else or no longer furnishes more than half the support for the year.
- You find the income of a dependent relative is less than the legally allowable amount for the year, and you had not previously claimed an exemption for the dependent.
- You or your spouse or registered domestic partner will reach age 65 on or before January 1 of the next year.
- You or your spouse or registered domestic partner becomes blind.
- Your spouse or registered domestic partner dies.

- You may file a new Form W-4, increasing the number of exemptions when:

- Your spouse or registered domestic partner no longer claims his or her own allowance on a separate certificate (e.g., when a wife stops working, the husband may claim an extra allowance).
- A child is born to or adopted by you.
- You begin to provide more than half of a dependent relative's support for the current year.
- You find that the income of a dependent relative will be less than the exemption amount and you have not claimed an allowance for the dependent.

If you want to change the number of your exemptions or your marital status for income tax withholding purposes, complete the appropriate form available from the employer. An amended Form W-4 will be made effective by the first payroll period ending 30 or more days after you submit the form.

Validity: The employer is required to submit the W-4 Form to the Internal Revenue Service for review if you (1) claim 10 or more exemptions, or (2) claim total exemption from withholding and earn more than \$200.00/week, or (3) the employer believes you have claimed an excessive number of dependents.

5.6 PAY ADVANCES

Normally, So Cal Dental Partners does not pay wages or salaries in advance. However, there are exceptions: an extreme emergency or when a regular payday falls within the employee's vacation or other authorized absence. Under these circumstances, the office may grant a pay advance up to \$300, but not to exceed the expected amount received next payroll. Your manager may extend this courtesy only **one** time in a calendar year. **Any exception to this rule must come directly from the board of directors. Pay advances are reserved for employees that have completed at least 90 days of uninterrupted employment.**

Pay advances are considered early payment of wages for future work performed and are not to be considered a loan made to the employee by the employer. Before an advance can be granted, the employee must sign an agreement indicating the amount to be advanced, the reason for the request, and agreeing to repay the amount, **in full, on the next payroll.** Advances that have not been repaid will be considered part of an employee's final wages upon separation from employment.

SECTION 6

BENEFITS AND SERVICES

So Cal Dental Partners offers a benefits program for its employees. However, the existence of these programs does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

6.1 GROUP INSURANCE

So Cal Dental Partners offers the following health insurance programs for regular full time employees, following the first 60 days of employment. Full-time is considered 30 hours or more per week for medical benefits only. You will receive a notice from the corporate office when your eligibility is near along with a rate sheet, enrollment application/declination and FSA information.

HEALTH INSURANCE

This program provides major hospital and surgical health care benefits. The details and key features are included in the plan booklet you will receive at the time of your enrollment. The employer reserves the right at any time to terminate, modify or amend, completely or in part, any and all of the provisions of the plan. When changes occur you will be notified through meetings, posted notices, revised plan documents, or through revised policy pages in this manual. If there are any discrepancies between the brief summaries contained in this manual and the terms, limitations and conditions in the plan documents, the provisions in the plan documents, which are the detailed and controlling documents, take precedence. The plan administrator has the discretionary authority to determine eligibility for benefits and to construe the plan's terms. It should be noted that no payment would be made under any health benefit of the plan in any event for charges incurred arising from willful and illegal misconduct or while in the commission of a felony.

The cost of the program will be covered jointly by employee and So Cal Dental Partners. Please review the medical contribution scale below to determine the applicable percentage. Employee's portion of the premium will be paid through payroll deduction pretax. Your share of the premiums may be adjusted from time to time, at the employer's discretion or to adjust for rising costs. The So Cal Dental health insurance plan covers staff members only and is not designed to cover dependents. However, you may request dependent coverage at your expense which would be reimbursed to the employer through payroll deductions. There is no out of network health coverage.

Length of Employment	Employer Will Pay
1-3 Years of Employment	60% EPO
4-5 Years of Employment	70% EPO
6-10 Years of Employment	80 % EPO
11 Years and beyond	100% EPO

Eligibility - Regular full-time staff members are eligible to participate on the first day of the calendar month following the last day of completion of 60 days worked. Participation

in the health insurance programs is voluntary. In order to elect participation, you must satisfy the eligibility conditions of the program and agree to pay your portion of the coverage costs. Coverage will end when an employee is not eligible to receive benefits.

Change of Status- Employees who change from a part-time to a full-time status will receive full-time benefits under the following conditions:

- Health Coverage after 60 days of status change
- PTO begins accruing immediately if employed over 1 year if employment is less than 1 year, CA Sick Leave will continue to accrue until the 1 year is complete
- 401k No Change-Once eligible can enroll during open enrollment
- Holiday Pay: Immediate, unless total employment is less than 90 days. If status changes within the first 90 days orientation period, the 90 days must be completed

Ending Date of Medical Coverage - Upon termination, staff members who are covered by medical insurance will continue to be covered until the last day of the month in which the last day of work occurred. The employee's premium will be deducted for the remaining portion of the month on the employee's final check. Employees will be covered by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). (See Section 6.2)

Waiver of Medical Benefits- Employees who decline to pay their share of coverage costs will be deemed to have waived coverage. In such a case, any opportunity to elect coverage in the future will be subject to the terms, conditions, and limitations of the plan and insurance policies that are in effect at the time. Employees who decline coverage are required to sign the Health Insurance Waiver Form. Due to Section 125 Pre-Tax guidelines employees are not allowed to cancel coverage during the year without a significant qualifying event or a valid change in status. If you do not meet the valid requirements you will have to wait until open enrollment to cancel your coverage.

Each year during open enrollment (June) a new signed declination waiver form is required as per Covered California Market Appeals division.

Medical benefits are subject to review annually based on industry costs and office participation. Please refer to the Plan Document and Summary Plan Description of So Cal Dental Partners, Inc. Health and Welfare Benefit Plan for full benefit details. www.socaldentalpartners.com

SUPPLEMENTAL INSURANCE

Supplemental insurance is offered to full and part time employees at 100% of the employee cost. Employees are able to participate in the open enrollment following the competition of the 90-day orientation and training period. Open enrollments are in mid-January – mid February for enrollment date effective March 1st. Most plans are available at pre-tax benefits to employees. Our insurance representative will explain all the benefits in detail. Additionally, the corporate website has more details about each plan.

Employees electing pretax supplemental insurance deductions may not cancel mid-year without a qualifying event. If you do not meet the valid requirements you will have to wait until open enrollment to cancel your coverage.

EMPLOYEE DENTAL BENEFITS

Employees of So Cal Dental Partners will receive the following dental benefits as outlined below. All benefits are applicable only when employee services are rendered at a So Cal Dental Partners facility.

Before receiving treatment, a complete dental record (health history, digital images, charting etc.) is required of all employees. Preferably treatment should be scheduled on employees' day off. However, with the approval of employees' direct supervisor, treatment may occur during working hours (cancellations). Any treatment received during a regularly scheduled workday is not considered hours worked and you must clock out and back in after treatment.

Employees may set up a payment plan through a payroll deduction for dental treatment of self or immediate family members only with balances **over** \$200.00. Payment amounts will be established in such a manner that the balance will be paid in full within six months of treatment. If a treatment requires a lab fee, such as crowns, partials etc., all lab fees are to be paid in full before the treatment begins. Exceptions are Full Case invisalign lab fees which can be spread out over 6 months, Payments can be set up to be deducted directly from the employee's paychecks each pay period. A payroll deduction authorization form (located on the website) must be filled out and signed by both the employee, and the manager of the treating office, and submitted to the corporate office for processing. To reiterate, payments can be set up to be deducted directly from the employee's paychecks each pay period. A payroll deduction authorization form (located on the website) must be filled out and signed by both the employee, and the manager of the treating office, and submitted to the corporate office for processing

Eligibility- After completion of the 90 calendar day orientation and training program, full-time and part-time employees will receive the following dental benefits. Please note that a waiting period may apply to some services.

****Direct Dependents as referred to in the following Dental Benefits is defined as an employee's legal spouse, registered domestic partner and all children to the age of 25 years of age. Dependent children will be terminated from dental benefits on their 26th birthday. The benefits for direct dependents are the same for the employee and dependent/spouse. Each team member 1x per year (new employees after 90 days) will receive three (3) friends and family gift certificates. These certificates will entitle the recipient to a 30% discount of UCR at any of our locations and specialties. If the recipient has dental PPO insurance that can also be used in conjunction with the gift certificate. No HMO insurance can be used in conjunction with the certificates.**

Please note: If an employee has any dental services performed, beyond the scope of “Basic Dental Services”, the employee will be required to pay UCR if employment is terminated in the first year of service by either party.

General Dentistry

Basic Dental Services- Exams, x-rays, prophys, root planning, sealants, amalgam or composite restorations, simple extractions and root canals that can be performed by a general dentist will be a benefit to *all* eligible (see above) employees at \$0 copay.

Since some services have hard costs associated with them and these costs commonly fluctuate, employee/dependent will have a co-pay that is actual hard cost at the time of service. Items such as: Arestin, Clinpro and other items used/placed during treatment that are above and beyond basic services.

Cast Services- After 6 months continuous employment, the following services will be a benefit to *all* eligible employees at actual lab costs; (non-esthetic) crowns, bridges, dentures, partials, inlays, onlays, veneers or any lab made appliance).

Cosmetic Services- After 12 months’ continuous employment, *all* employees are eligible for cosmetic dentistry. This includes, but is not limited to esthetic crowns, veneers, bondings or any service performed strictly for esthetic purposes. The employee will be responsible for all incurred lab costs.

FM Reconstruction- FM Reconstruction is defined as 6 or more units in one treatment plan. After 12 months’ continuous employment, *all* employees will be eligible for this benefit. The employee will be responsible for all lab costs.

****Please note:** Treatment rendered before the applicable waiting period will be charged to the employee at 50% of UCR.

Zoom/Chairside Bleaching- Zoom/Chairside bleaching is a benefit to *all* employees after completion of the orientation and training period for the cost of materials, based on current purchase prices. Zoom/Chair-side bleaching is to be paid on day of service. No payment plans for cosmetic treatments.

Specialty Services (with the exception of Orthodontics) - Upon completion of orientation and training period all eligible employees will be eligible for specialty dental care. The co-payment for employee and direct dependent specialty care is 100% of the So Cal Dental Partners’ Employee Specialist Fee Schedule are payable given the tiered rates below. If the employee or friends or family of employees have PPO insurance, we will accept insurance as payment towards the fee schedule below. The specialty practice will determine the patient portion. The attached fee schedule includes direct dependents as defined above for those without dental PPO insurance. Employee’s fee schedule will be determined by the following tiered schedule based upon years of service.

90 days- 3 years of Service: 10% off of fee schedule

4-7 years of service: 20% off of fee schedule

8-10 years of service: 30% off of fee schedule

11+ years: 50% off of fee schedule

For Example:

An employee was hired 6 months ago and needs Endo Code D3330; employee is responsible for \$562.50 (fee listed of \$625.00 x 10% discount)

An employee was hired 5 years ago and needs Pedo Code D7111; employee is responsible for \$32.80 (fee listed of \$41.00 x 20% discount)

An employee was hired 12 years ago and needs Periodontics Code D4260, employee is responsible for \$318.00 (fee listed \$636.00 x 50%)

An employee was hired 9 years ago and their child needs Pediatric Code D1120, employee is responsible for \$31.50 (fee listed \$45.00 x 30%)

****Please note**:** IV sedation is not a covered benefit and employees and dependents are responsible for UCR.

*****At this time we do not offer Prosthodontic coverage with the Prosthodontist.**

Pediatric Specialty Fee Schedule

Pediatric Diagnostic		
D0120	periodic oral evaluation - established patient	\$37.00
D0140	limited oral evaluation - problem focused	\$37.00
D0145	oral evaluation for a patient under three years of age and counseling with primary caregiver	\$37.00
D0150	comprehensive oral evaluation - new or established patient	\$37.00
D0160	detail and extensive oral evaluation - problem focused, by report	\$37.00
D0170	re-evaluation - limited, problem focused (established patient; not post-operative visit)	\$37.00
D0210	intraoral - complete series of radiographic images	\$31.00
D0220	intraoral - periapical first radiographic image	\$12.00
D0230	intraoral - periapical each additional radiographic image	\$9.00
D0240	intraoral - occlusal radiographic image	\$13.00
D0250	extraoral - 2D projection radiographic image created using a stationary radiation source and detector	\$18.00
D0270	bitewing - single radiographic image	\$12.00

D0272	<i>bitewings - two radiographic images</i>	\$23.00
D0273	bitewings - three radiographic images	\$28.00
D0274	bitewings - four radiographic images	\$36.00
D0277	vertical bitewings - 7 to 8 radiographic images	\$46.00
D0330	panoramic radiographic image	\$42.00
D0340	2D cephalometric radiographic image - acquisition, measurement and analysis	\$42.00
D0460	pulp vitality tests	\$15.00
D0470	diagnostic casts	\$23.00
(Pediatric) Preventive		
D1120	prophylaxis - child	\$45.00
D1208	topical application of fluoride - excluding varnish	\$24.00
D1351	sealant - per tooth	\$24.00
D1510	space maintainer - fixed - unilateral	\$151.00
D1515	space maintainer - fixed - bilateral	\$243.00
D1520	space maintainer - removable - unilateral	\$260.00
D1525	space maintainer - removable - bilateral	\$281.00
Pediatric Restorative		
D2140	amalgam - one surface, primary or permanent	\$47.00
D2150	amalgam - two surfaces, primary or permanent	\$54.00
D2160	amalgam - three surfaces, primary or permanent	\$58.00
D2161	amalgam - four or more surfaces, primary or permanent	\$65.00
D2330	resin-based composite - one surface, anterior	\$57.00
D2331	resin-based composite - two surfaces, anterior	\$64.00
D2332	resin-based composite - three surfaces, anterior	\$68.00
D2335	resin-based composite - four or more surfaces or involving the incisal angle, anterior	\$77.00
D2390	resin-based composite crown, anterior	\$254.00
D2391	resin-based composite - one surface, posterior	\$75.00
D2392	resin-based composite - two surfaces, posterior	\$79.00
Pediatric Restorative (continued)		
D2393	resin-based composite - three surfaces, posterior	\$87.00
D2394	resin-based composite - four or more surfaces, posterior	\$92.00
D2920	re-cement or re-bond crown	\$23.00
D2930	prefabricated stainless steel crown - primary tooth	\$89.00
D2931	prefabricated stainless steel crown - permanent tooth	\$129.00
D2932	prefabricated resin crown	\$116.00
D2933	prefabricated stainless steel crown with resin window	\$139.00
D2951	pin retention - per tooth, in addition to restoration	\$18.00
Pediatric Endodontics		
D3110	pulp cap - direct (excluding final restoration)	\$37.00
D3120	pulp cap - indirect (excluding final restoration)	\$54.00
D3220	therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and	\$56.00
D3221	gross pulpal debridement, primary and permanent teeth	\$56.00
D3222	partial pulpotomy for apexogenesis - permanent tooth with incomplete root development	\$56.00

D3230	pulpal therapy (restorable filling) - anterior, primary tooth (excluding final restoration)	\$69.00
D3240	pulpal therapy (restorable filling) - posterior, primary tooth (excluding final restoration)	\$79.00
Pediatric Periodontics		
D4341	periodontal scaling & root planing - four or more teeth per quadrant	\$149.00
D4342	periodontal scaling & root planing - one to three teeth per quadrant	\$90.00
D4355	full mouth debridement to enable comprehensive evaluation and diagnosis	\$97.00
Pediatric Oral Surgery		
D7111	extraction, coronal remnants - deciduous tooth	\$41.00
D7140	extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$64.00
D7210	surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth	\$70.00
Pediatric Adjunctive General Services		
D9110	palliative (emergency) treatment of dental pain - minor procedure	\$39.00
D9310	consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	\$37.00
D9430	office visit - for observation, with no other services performed	\$37.00
D9440	office visit - after regularly scheduled hours	\$61.00

Endodontics/Periodontics & Oral Surgery Specialty Fee Schedule

ADA	Diagnostic at Specialty Office	AMOUNT
D0120	periodic oral evaluation – established patient	80.00
D0140	limited oral evaluation - problem focused	80.00
D0150	comprehensive oral evaluation - new or established patient	80.00
D0160	detailed and extensive oral evaluation	80.00
D0170	re-evaluation - limited, problem focused (not post-operative visit)	80.00
D0180	comprehensive perio evaluation - new or established patient	80.00
D0210	intraoral - complete series (including bitewings)	63.00
D0220	intraoral - periapical first film	15.00
D0230	intraoral - periapical each additional film	6.00
D0270	bitewing - single film	20.00
D0272	bitewings - two films	25.00
D0273	bitewings - three films	30.00

D0274	bitewings - four films	35.00
D0330	panoramic film	35.00

Endodontics

D3110	pulp carp	45.00
D3120	pulp cap- indirect	45.00
D3220	therapeutic pulpotomy	103.00
D3221	gross pulpal debridment	103.00
D3222	partial pulpotomy for apexogenesis	103.00
D3310	root canal therapy – anterior (excluding restoration)	443.00
D3320	root canal therapy – premolar (excluding restoration)	503.00
D3330	root canal therapy – molar (excluding restoration)	625.00
D3346	retreatment of previous root canal therapy- anterior	528.00
D3347	retreatment of previous root canal therapy- premolar	608.00
D3348	retreatment of previous root canal therapy- molar	710.00
D3351	apexification –initial visit	227.00
D3410	apicoectomy – anterior	545.00
D3421	apicoectomy-premolar (1 st root)	590.00
D3425	apicoectomy-molar (1 st root)	636.00
D3426	apicoectomy-each additional root	148.00
D3430	retrograde filling – per root	119.00
D3450	root amputation – per root	285.00
D3920	hemisection	216.00

Periodontics

D4210	gingivectomy or gingivoplasty – four or more teeth per quadrant	487.00
D4211	gingivectomy or gingivoplasty - one to three teeth per quadrant	487.00
D4240	gingival flap procedure - four or more teeth per quadrant	487.00
D4241	gingival flap procedure - one to three teeth or tooth per quadrant	384.00
D4245	apically positioned flap	455.00
D4249	clinical crown lengthening - hard tissue	216.00
D4260	osseous surgery- four or more contiguous teeth per quadrant	636.00
D4261	osseous surgery - one to three contiguous teeth per quadrant	636.00
D4266	guided tissue regeneration - resorbable barrier, per site	490.00
D4267	guided tissue regeneration – non resorbable barrier, per site	560.00
D4268	surgical revision procedure, per tooth	480.00
D4270	pedicle soft tissue graft procedure	420.00
D4271	free soft tissue graft procedure (including donor site surgery)	470.00
D4273	autogenous connective tissue graft	541.00
D4274	distal or proximal wedge procedure	360.00
D4277	free tissue graft – first tooth/implant/edentulous tooth position	541.00
D4278	free tissue graft – each additional tooth/implant in same graft site	451.00
D4283	autogenous connective tissue graft add'l tooth/implant on site	325.00
D4341	periodontal scaling and root planing - four + teeth per quadrant	153.00
D4342	periodontal scaling and root planing – 1 to 3 teeth, per quadrant	153.00

D4355	full mouth debridement	155.00
D4381	localized delivery of antimicrobial agents	105.00
D4910	periodontal maintenance	79.00
D4920	unscheduled dressing change	56.00

Oral Surgery

D6010	Endosseous implant	1500.00
D6057	Custom fabricated implant abutment	400.00
D7140	extraction, erupted tooth or exposed root (simple)	74.00
D7210	surgical removal of erupted tooth	95.00
D7220	removal of impacted tooth - soft tissue	130.00
D7230	removal of impacted tooth - partially bony	170.00
D7240	removal of impacted tooth -full bony	195.00
D7241	removal of impacted tooth -full bony with complications	225.00
D7250	surgical removal of residual tooth roots (cutting procedure)	130.00
D7280	Surgical access of an erupted tooth	318.00
D7283	Placement of device to aid in eruption	216.00
D7285	biopsy of oral tissue - hard (bone, tooth)	190.00
D7286	biopsy of oral tissue - soft	100.00
D7310	alveoloplasty w/extractions - four or more teeth, per quadrant	137.00
D7311	alveoloplasty w/extraction -one to three teeth, per quadrant	137.00
D7510	incision and drainage of abscess - intraoral soft tissue	69.00
D7950	ridge augmentation	750.00
D7953	bonegraft with extraction	450.00
D7960	frenulectomy	153.00

Adjunctive General Services at Specialty Office

D9110	palliative (emergency) treatment of dental pain - minor procedure	60.00
D9310	consultation	30.00
D9951	occlusal adjustment - limited	90.00
D9952	occlusal adjustment - complete	220.00

ORTHODONTIC SERVICES

Invisalign- Employees who elect to have invisalign will be responsible for *the actual costs incurred* for this service. This would apply to initial aligners, refinement aligners, retention or any appliance or device which results in a billable cost to So Cal Dental Partners. As stated above, Invisalign lab fees must be paid within six months or immediately if employment is terminated. So Cal Dental Partners reserves the right to adjust fees on a case by case basis.

ORTHODONTIC TREATMENT

Full and Part Time employees, after completing 12 months of continuous employment, are eligible to receive orthodontic services at a discount of 70% off UCR for the employee and 30% off for “direct dependents”. There will be a copay of \$25 to employee or dependent for initial records (radiographs, photos, pano, ceph, models etc.). Appliances or retainers will be charged at actual lab cost to the employee. These charges will be included in your monthly payroll deduction if that option was chosen.

A down payment of \$100.00 is to be paid when treatment begins. Remaining balance is to be paid in full within 1 year. Automatic deductions will be set up on payroll, not to exceed 24 payroll deductions. If treatment exceeds two years of treatment, it is considered overtime. The overtime copay of \$50.00 per 6-week visit will be applied.

Employees or “direct dependents” that are covered by a separate dental insurance plan are required to use it. Any payment received will be applied towards their cost for treatment.

Orthodontic Appointments should be scheduled on non-workdays when possible. Should you need to appoint during a regularly scheduled workday, the time is not considered working hours and employees are required to clock out and back in after treatment.

Missed Appointments Ortho appointments are in high demand, with some times during the day being highly sought after. So Cal Dental Partners expects our employees to honor their appointments and give 24 hour notice if they are unable to attend so this time may be given to one of our patients. A missed appointment fee of \$10 may be applied without the 24 hour notice.

Termination of Employment In the event of termination of employment, for any reason, the entire amount due becomes payable and may be deducted from employees final check.

EMPLOYEES WITH DENTAL INSURANCE COVERAGE

Employees or direct dependents that have dental benefits through a traditional dental insurance plan or a DHMO are required to disclose it for any treatment provided by So Cal Dental Partner facilities. Any payment received will be applied towards your treatment costs as outlined in the above benefit schedule. So Cal Dental Partners will consider their insurance a primary insurance. In that case, if your dental insurance requires a deductible be met, the deductible will be waived as part of the employee benefit policy.

Employees and direct dependents that are covered by a DMO will have the co-payment waived if it is greater than the benefit outlined above (employee receives greater discount).

If employment is terminated for any reason, you will owe the balance and must arrange for payment on the same basis as any other patient with an outstanding balance. If needed, continuation of treatment will be charged at UCR.

6.2 COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the So Cal Dental Partner's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at So Cal Dental Partner's group rates plus an administration fee. So Cal Dental Partners provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under So Cal Dental Partner's health insurance plan. The notice contains important information about the employee's rights and obligations.

6.3 SOCIAL SECURITY/MEDICARE

So Cal Dental Partners withholds income tax from all employees' earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as required by law.

6.4 401(k)

- So Cal Dental Partners has aligned with reputable investment company for full and part time employees to participate in the 401(k) plan. The 401(k) offers tax advantage retirement savings plan. A full benefit plan description is on our corporate website: www.socaldentalpartners.com in the employee portal.

Eligibility Requirements:

- Must meet minimum age requirement 18 years (see benefit plan description)
- Complete 12 months of service
- Completed minimum of 1000 hours

- Enrollment can take place thereafter during open enrollment
- All eligibility requirements must be satisfied for rollover
- Auto enrollment takes place on the first eligible date at a default 5% deferral, unless you select a different amount or sign a waiver/declination on/before or after 30 days from your participation date. For example: an employee was hired in March 2019, they have met the above eligibility requirements: The employee will be automatically enrolled in July 2020 on the 21st payroll check. You will get a notice via the U.S. mail from Empower. Do NOT throw this away; it is your auto enrollment notification. You must opt out or contact corporate for documents to complete if you do not wish to participate in the 401k. It is important for these reasons that you always keep corporate up to date on your current mailing address.

6.5 CALIFORNIA SICK TIME & PAID TIME OFF

California Sick leave

California statutory sick time is given to all employees. All employees who are not eligible (i.e. part-time employees and hygienists), or not yet eligible for PTO (i.e. employees in their first year), will be subject to this separate policy for California Sick leave as defined below:

Eligible employees will accrue 1 hour of sick pay for every 30 hours worked. A maximum of 24 hours or 3 days can be used by the employee every year. Accrued sick leave will be capped at 48 hours or 6 days. Accrued sick leave will be carried over from year to year, subject to the accrual rates and the cap of 48 hours. Eligible employees may use accrued sick pay on their 90th calendar day of employment. Employees may not cash out any accrued but unused sick time for any reason during employment at So Cal Dental Partners. Sick leave will not be paid out upon termination of employment. **Since CA Sick is defined by hours worked, payments of incentives, emergency sick leaves as outlined or mandated by the government are not considered hours worked and will not accrue PTO or CA Sick leave.**

Sick leave may be used for the diagnosis, care or treatment of an existing health condition of, or preventive care for an employee or an employee's family member. "Family member" is defined as: a child (whether biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis) regardless of the age of the child or dependency status, a parent (whether biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, a registered domestic partner, a grandparent, a grandchild, and a sibling. So Cal Dental Partners will also approve of the use of an employee's accrued paid sick time if the employee is a victim of domestic violence, sexual assault or stalking.

When electing to use paid sick time, the employee must use a minimum increment of two (2) hours. Paid sick leave used as well as paid sick leave remaining will be reflected on the Employee's wage statement. Employees wishing to utilize paid sick leave must indicate it on an absence request form.

If the need for paid sick leave is foreseeable, the employee must provide their immediate supervisor reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for leave as soon as practicable.

Employees who are rehired within one year of the date of their termination will have any unused sick leave reinstated.

Paid Time Off

Paid time off (PTO) allows eligible employees to accrue hours to use for scheduled and unscheduled time off (illness, vacation or personal needs). Upon completion of the first year of service, PTO will be a benefit to all *regular full time* employees. A week consists of the number of straight time hours worked in a normal workweek (straight hours for which the employee is not being paid overtime). To earn PTO you must work at least 50% of your normally scheduled hours each month for the month to count for accrual purposes. (PTO will count as time worked for purposes of PTO accrual eligibility.)

Paid Time Off- California Sick Pay specific

California statutory sick leave is assumed into the PTO policy. All full-time employees are eligible to utilize up to one-half of their annual PTO accrual as sick leave per year.

PTO may be used as sick leave for the diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. "Family member" is defined as: a child (whether biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis) regardless of the age of the child or dependency status, a parent (whether biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse, a registered domestic partner, a grandparent, a grandchild, and a sibling. So Cal Dental Partners will also approve of the use of an employee's accrued PTO as sick time if the employee is a victim of domestic violence, sexual assault or stalking.

When electing to use PTO as paid sick time, the employee must use a minimum increment of two (2) hours. Paid sick leave used as well as paid sick leave remaining will be reflected on the employee's wage statement. Employees wishing to utilize PTO as paid sick leave must indicate it on their **time off request form**.

If the need for PTO as paid sick leave is foreseeable, the employee must provide their immediate supervisor reasonable advance notification. If the need for PTO as paid sick leave is unforeseeable, the employee must provide notice of the need for leave as soon as practicable. In all cases, the employee must call in no later than prior to the start of the work day.

PTO will accrue as follows:

End of First Year: You begin to accrue two weeks per year with a four week cap. Accruals will be given at the end of each pay period. If you work 40 hours per week, your accrual benefit per pay period will be 3.34 hours per pay period and so forth. Hygienists are not eligible at this time for PTO accruals and will only be eligible for CA Sick Leave benefits.

Employees are not eligible to earn or accrue PTO during the first year of service.

*Exceptions to PTO Accrual may apply to upper management

Unscheduled Absences- Notwithstanding time-off requested pursuant to California sick pay laws, time taken for “unscheduled time off” (calling in sick) may not exceed the number of hours in one of the employee’s regular workweeks. Example, if you work four 8 hour days per week, the number of hours available for “unscheduled time off” would be 32 hours during your benefit year. Time taken beyond this allowance is considered excessive and would not be compensated from the PTO benefit. Excessive absences may also affect performance reviews, result in counseling statements, disciplinary action and could result in termination.

Texting, Facebook or email is not an acceptable method for ‘calling in sick’. If you are unable to come to work because of illness or other unplanned occurrence, you must call and speak to your direct supervisor/office manager. There will be no exceptions without prior approval from the office manager first. Violation of this policy is subject to termination and/or disciplinary action.

To Use PTO- All PTO must be approved in advance (see Unscheduled Absences) to assure that patients scheduling needs are met. Please submit your requests as soon as possible. Conflicting requests will be decided by seniority. This section does not apply to PTO time used by the employee as California sick pay. PTO cannot be cashed out in lieu of taking time off. If employment is terminated whether willingly or not, all accrued PTO will be paid out.

Doctor Absence (PTO) - When the Doctor is away from the office, please check with your Supervisor or authorized person to confirm that your presence is required while the Doctor is away. If your presence is not required, you may, with approval:

- Take time off without pay
- Take time off using available PTO. Please indicate your decision on your request form. Using PTO when a doctor is off is only permitted if the rest of the office remains open. *If the entire office is closed, no employees will be scheduled, and PTO is not permitted (see Scheduled Office Closure).*

To Use PTO for Unscheduled/Emergency Office Closure (see section 3.10 for additional info)- In the event of an office closure for reasons, including but not limited to acts of terrorism, natural disaster, or other emergencies, employees will be permitted to use PTO, however it is limited to a maximum of 2 days or 16 hours of PTO.

To Use PTO for Scheduled Office Closure- if the office is having a planned/scheduled closing for any reason including but not limited to a holiday, construction, doctors on vacation, etc. employees are NOT permitted to use PTO for those missed hours.

Example: Day after Thanksgiving most offices are closed however it is a planned/scheduled day off and we will not permit employees to use PTO for this day.

Paid Holiday

- **During PTO/Schedule Vacation-** If a paid holiday occurs during a time period an employee is taking scheduled paid time off, eligible employees will be charged with one less day of PTO and paid the holiday if eligible.
- **Calling in Sick (Before or After the Holiday) -** If an employee calls out sick or has an unscheduled absence the scheduled workday prior to and/or after a paid holiday, that holiday will be unpaid.
- **If employment ends during a holiday pay period-**The Holiday will NOT be paid. If employment ends either willingly or unwillingly, NO holiday pay will be considered for payment

Overtime- Paid Time Off is not included as hours worked when computing overtime.

Leave of Absence- No PTO is earned while on a leave of absence.

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 or the Corporate Office, will be considered job abandonment and treated as a voluntary termination. Please see acceptable forms of calling in sick to work.

Carryover of PTO- Accrued PTO for FT employees may be carried forward into the next year; however, they may not accrue more than 4 weeks PTO at any time.

PTO upon Termination- Eligible employees who end their employment either voluntarily or involuntarily will receive payment of any unused Paid Time Off, prorated on a monthly basis.

Notice of absence- Employees who know that they will be absent for any reason must give advance notice, including the probable starting date and duration of the absence, if possible. If a sudden illness makes it impossible for an employee to request sick leave before the workday begins, the employee should notify their *Supervisor or Manager* no later than one hour before the start of the workday. It is your duty to inform the Office Manager and the Corporate Office if the illness and the time off are taken under the provisions of FMLA, CFRA, California Sick Pay, and/or the Americans with Disabilities Act.

If an employee is too ill to place the call, have a relative or other responsible individual make the call. Failure to follow this procedure will void the claim for paid sick leave and can be grounds for disciplinary action including termination.

During an absence because of illness, you are to personally notify your supervisor daily of progress unless otherwise agreed upon.

Physician's Statement - If you are absent due to sick leave more than three (3) days in a row please bring in a note from a healthcare practitioner verifying the reason for your absence. The note should also state that you are able to perform your regular work assignment and state if there are any restrictions pertaining to your duties or the number of hours you can work. However, at the employer's discretion, you may be required to bring your physician's note verifying the medical reason for your absence, when you are absent for less than three (3) days. (This section does not apply to statutory time off pursuant to California sick pay. See California Sick Leave for more details.)

Leave Of Absence- if you are unable to return to work within six working days, you may be put on a leave of absence (see Leave of Absence policy). Any earned and unused PTO must generally be taken before the beginning of a leave of absence. PTO is not earned while on a leave of absence nor are holidays paid. PTO, if available, can be used to pay health insurance premiums.

Notice of a Staff Member's Return to Work- You must provide a notice after an illness and it must be given in advance so that scheduling adjustments can be made. Human resources may request a doctor's release before the employee returns to work. You must in advance (Min. 1 Week prior) coordinate with human resources (corporate office) your scheduled return. You cannot simply show up when you feel ready; coordination with corporate, your office manager and your doctor is necessary first.

6.6 RECORD KEEPING

The Human Resources Department maintains PTO days accrued and used. Each employee is responsible for verifying his/her pay stub to make sure the correct amount of hours appear.

6.7 HOLIDAYS

So Cal Dental Partners observes the following paid holidays per year for all non-exempt full time employees:

Paid Holidays	When Observed
Memorial Day*	Last Monday in May
Independence Day*	July 4
Labor Day*	First Monday in September

Thanksgiving Day*

Fourth Thursday in November

Christmas Day*

December 25

Regular full-time employees receive holiday pay equivalent to the straight time pay for the hours worked in a regular workday. Paid holidays are not to be counted as hours worked for overtime calculation purposes.

New Employees do not receive holiday benefits during the orientation and training period of 90 days. They become eligible on the first of the month following completion of orientation and training of 90 days and they must be full time status the entire duration of the training period.

Eligibility- To be eligible for holiday pay, you must work (or be on an excused absence) your *entire* regularly scheduled workday before the holiday and the next regularly scheduled workday following the holiday. (Eligibility requirements may not apply pursuant to the California Sick Leave Healthy Families Act of 2014, effective 2015.)

Holidays that fall on a regular scheduled day off- When a paid holiday falls on a regularly scheduled day off, eligible FT staff members will be paid for the day.

Holidays that fall during a vacation- when a paid holiday falls while you are on a scheduled vacation, eligible employees will be charged with one less day of PTO and receive Holiday pay.

Holiday pay for a staff member while on a leave of absence- Staff members on a leave of absence for any reason are not eligible for holiday pay pursuant to the eligibility requirements above.

Holiday pay upon termination- Staff members who end their employment will NOT be compensated for any unpaid holidays.

6.8 MILITARY LEAVE

Employees will be granted time off to serve on a military leave without pay, in accordance with federal and state law.

6.9 EDUCATIONAL ASSISTANCE

So Cal Dental Partners recognizes that the skills and knowledge of its employees are critical to the success of So Cal Dental Partners. We firmly believe educational development is important. Staff is encouraged to take educational courses or training to increase their competence in the present job assignment and to prepare for future advancement.

*Course selection is at the discretion of upper management, and will be decided on a case-by-case basis. All courses and fees must be approved by upper management prior to registration. To qualify for educational assistance, employees must be full time, and have completed their 90-day orientation period. Some exceptions may be made at the discretion of upper management.

Wages- You will receive regular pay for courses attended on normal working days, as agreed upon in advance. You will be paid for courses you are required to attend outside your regular work schedule (see Different Capacity Work Rate). You will not be paid for courses you voluntarily attend outside your regular work schedule. In case of voluntary attendance, you will be asked to sign a form attesting to your voluntary attendance.

All employees attending continuing education classes are required to remain in attendance for the duration of the class. Failure to do so may result in loss of wages for this day.

Expenses- The employer will pay the expenses for the courses that have been agreed upon. In some cases, the expenses may be shared upon mutual agreement by both parties or you may be required to pay the expenses and be reimbursed after a mutually agreed upon time of continued employment with the practice. *In the event that prepaid fees are lost because you do not attend or because the class was not successfully completed, you may be required to reimburse the practice for their share of the prepaid expenses through payroll deductions.*

Types of Expenses to be considered include, but are not limited to:

- Travel
- Meals
- Accommodations
- Tuition
- Salary
- Supplies

Instead of a dollar-for-dollar reimbursement, you may be allowed a per-diem amount to cover daily expenses which needs to be agreed in writing upon by the employer and employee in advance. Otherwise, reimbursement for the agreed upon expenses may be obtained when the course is completed if, within 30 days of its completion, you submit to the employer the following:

- Evidence of completion of the course
- A verified statement of tuition paid and other costs
- A detailed outline of information covered at the courses
- Recommendations for items you would like to have implemented

Copies of certificates and units earned will be maintained in your personnel file.

Recertification- Registered dental assistants or hygienists are responsible for maintaining a valid license by attending the necessary number of continuing education

courses required for recertification. You will be required to attend the courses that are given during the hours you are not scheduled to work. The employer assumes no responsibility for employees who become delinquent in the number of units needed for recertification and who, consequently, lose their license.

Since certification is a requirement of the job, you will not receive wages for attending, nor be reimbursed for related expenses. However, the employer may agree to pay for total or partial cost of the tuition for courses that have been mutually agreed upon. Alternatively, you may be required to pay the expenses and be reimbursed after a mutually agreed upon time of continued employment with the practice.

Should you wish to attend a course during your regular work schedule, please present the request for time off two weeks in advance to ensure patients will be accommodated.

CPR recertification is outlined in Section 3.27.

6.10 TRAINING AND PROFESSIONAL DEVELOPMENT

So Cal Dental Partners recognizes the value of professional development and personal growth for employees. Therefore, So Cal Dental Partners encourages its employees who are interested in continuing education and job specific training to research these further and get approval before signing up for the seminars or courses.

6.11 EMPLOYEE REFERRAL

If a regular full-time or part-time staff member is hired as a result of an employee's referral and recommendation the employee will receive a *referral bonus of \$ 200.00*. The referral bonus will be paid in full as soon as possible on the pay period following the new employee orientation completion of the referred employee. The referring employee must be then-currently employed to receive this bonus. Open job positions are posted regularly on the corporate website under the *Careers Section*.

SECTION 7

TERMINATION OF EMPLOYMENT

7.1 EMPLOYMENT TERMINATION POLICY

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

- **Resignation** – voluntary employment termination initiated by an employee.
- **Termination** – involuntary employment termination initiated by So Cal Dental Partners.

- **Layoff** – involuntary employment termination initiated by So Cal Dental Partners for non-disciplinary reasons.

When a non-exempt employee intends to terminate his/her employment with So Cal Dental Partners, he/she as a courtesy, give So Cal Dental Partners at least two weeks written notice. Exempt employees shall give at least four weeks written notice.

Since employment with So Cal Dental Partners is based on mutual consent, both the employee and So Cal Dental Partners have the right to terminate employment at will, with or without cause or prior notice at all times during employment, including the Orientation and Training Period for New Employees (See Section 3.4, Orientation and Training Period for New Employees).

Any employee who terminates employment with So Cal Dental Partners shall immediately return all files, records, keys, and any other materials that are property of So Cal Dental Partners. Furthermore, any outstanding financial obligations owed to So Cal Dental Partners may [**REQUIRES WRITTEN DEDUCTION AUTHORIZATION**] also be deducted from the employee's final check.

Employee's benefits will be affected by employment termination in the following manner. All accrued vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense (See Section 6, Benefits) if the employee elects to do so. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

Exit Interview — Employees may be asked to complete an exit interview questionnaire at the time of their departure. This questionnaire gives you a chance to communicate your views on your work, pay, benefits, management and communication within the practice and sign acknowledgement of final check forms.

7.2 LETTERS OF REFERENCE

Letters of reference or responding to a request for references from a potential employer will be provided only upon the receipt of a signed disclosure permission and release from the departing employee. Only the employer or specifically authorized administrative personnel are permitted to prepare a letter of reference or to make any statement pertaining to work performance or reason for leaving regarding a departing employee.

7.3 SERVICE LETTER

In responding to other employers' requests for employment information about a former staff member, the practice provides the individual's start and end date of employment, title of position(s) held, and confirmation of wage or salary information. Additional employment information is provided only if the individual authorizes the release of such information by completing the Authorization to Give References Form.

7.4 RETURN OF PROPERTY

If you quit or are terminated, any property belonging to So Cal Dental Partners must be returned immediately. Items may include uniforms, keys, manuals, equipment, etc. Your cooperation is appreciated.

7.5 COBRA Consolidated Omnibus Budget Reconciliation Act of 1985

Employers who are covered under COBRA or corresponding state provisions, must permit eligible* employees to continue medical insurance upon termination of employment, under an employer's group health plan. The insurance premium is to be paid by the employee. At time of termination, be sure to ask for details. If an employee is off on a FMLA, or other protected leave, COBRA starts at the end of the leave.

* Eligibility for continued medical insurance coverage need not be extended to an employee who is fired for "gross misconduct."

**You will receive COBRA paperwork via US mail from Beacon Path, our health insurance representatives.

The Employee Manual applies to all So Cal Dental Partners employees and replaces all previous employee manuals. It is the property of the dental office and for that purpose cannot leave the office at any time. For your convenience, a copy of this manual can be found on

www.SoCalDentalPartners.com



EMPLOYEE MANUAL

**Alicia Dentistry
Arrowhead Dental Specialties
Inland Dental Center-San Bernardino
Inland Dental Center-Heritage Court
Inland Dental Center-Highland Dental
Inland Dental Specialties
Rancho Niguel Dental Group
SC Dental Care
Sea Country Dental
So Cal Dental Corporate Headquarters
South Coast Dental Specialties**

**Corporate Headquarters: 27 Spectrum Pointe
Drive, Suite 308
Lake Forest, CA 92630
Tel: 949-600-7046**