

VIRGINIA EMPLOYED PHYSICIAN POLICIES

CHAPTER 1 INTRODUCTION

This Policy Document is intended to provide an overview of Virginia employment policies which may be applicable to Radiologic Associates of Fredericksburg, Ltd (hereinafter referred to as the "Practice") Employed Physicians working in Virginia. While the policies set forth herein may also apply to non-Virginia-based employees, any entitlements set forth in this Policy Document will apply only to Virginia-based employees, and only to the minimum extent required by law. The benefits set forth herein are intended as an overview of such benefits and do not constitute a binding agreement. Where possible, benefits already provided to an applicable Practice Employed Physician will be interpreted to apply to leave, or other benefits provided herein. The Practice's Employed Physicians with questions about their entitlements hereunder should contact the Manager of Provider Support Services (MPSS) or their designee. In the event of a conflict between this Policy Document and applicable law, the applicable law shall govern.

This Policy Document shall apply to (a) all employed physicians, except to the extent that the physician's employment agreement conflicts with this document in which case the employment agreement shall control, and (b) partner physicians to the extent required by law, and except to the extent that the partner physician's employment agreement conflicts with this document.

For the avoidance of doubt, nothing set forth herein shall be construed to prohibit or improperly impede a Physician from exercising their medical judgement in carrying out their duties.

The policies set forth herein do not cover all Practice employment policies. They are intended to provide you with notices of certain protections, rights, and obligations that may apply under Virginia law.

EQUAL EMPLOYMENT OPPORTUNITY

The Practice is an equal opportunity employer and does not discriminate with regard to race (to include traits historically associated with race such as hair texture and style), color, religion, sex, age, sexual orientation, gender identity or expression, national origin, disability, pregnancy, childbirth and related medical conditions (including lactation), marital status, genetic information, veteran or military status, or any other prohibited characteristics as established by law (the "Protected Characteristics"). This policy applies to all terms, conditions, and privileges of employment including hiring, training, placement, promotion, transfer, compensation, benefits, layoff and recall, termination, and retirement.

Any employees who believe they have suffered from discrimination by a co-worker, supervisor, or other managerial representative of the Practice, or anyone else on the Practice's premises over whom the Practice has control, have a responsibility to report this concern to their supervisor, or to the Director of Administrative Operations, Senior Managing Member, or designee if the complaint involves the supervisor. Practice employees also have the option of reporting such concerns to the **24/7 hotline, Navex Global EthicsPoint, by dialing 877- 281-3377 or submitting an online report at <http://rafimaging.ethicspoint.com/>.**

CHAPTER 2 EMPLOYEE VERIFICATION

EMPLOYMENT ELIGIBILITY VERIFICATION

The Practice is committed to full compliance with federal and any state and local immigration laws, including the Immigration Reform and Control Act of 1986, and will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States. At the time of initial hire and at other times as required by law, employees must provide proof of their legal right to work in the United States. All employees must complete Section 1 of Form I-9 no later than the first day of employment and must present acceptable documentation proving identity and employment authorization no later than the third day after starting employment for pay. If the required documentation is not provided, the Practice will terminate the employee as required by law.

Employees who were hired with documentation indicating an expiration date to their work authorization period must provide appropriate new work authorization permission prior to the expiration date. Failure to provide evidence of renewal or eligibility to continue to work in the United States will result in termination. The Practice does not discriminate based on national origin or citizenship in hiring, recruiting, or termination.

CHAPTER 3 EAP

EMPLOYEE ASSISTANCE PROGRAM (EAP) AND DISCOUNT PROGRAM

The Practice offers Employee Assistance Programs to assist our employees with a variety of needs, such as, work- life balance, travel assistance/ID Theft, and grief counseling.

Employee Assistance Programs:

1. **Magellan Ascent** – Available to benefit eligible employees.

For more information or to receive assistance please call 800-356-7089, 24/7.

This is the Practice’s Employee Assistance Program available through our carriers.

Includes up to 3 pre-paid counseling sessions (per 12-month period) – In person or through virtual therapy. Confidential and provided by a third party. Scheduling can be done through the Magellan website below, or by calling 800-356-7089. Learning center with topics, webinars, videos, and newsletters on Caregiving, Grief, Parenting, Relationships, Stress, Wellness, Resiliency, and more. Login instructions are noted below:

- a. Go to: <https://www.magellanascend.com/>
- b. Click on: “Find My Company/Log In”
- c. Select “Log In”
- d. At the bottom, click on “Don’t have an account? Sign up”
- e. Follow the prompts to set up your account. (setting up an account is needed if you would like to register for counselling sessions and to access the full suite of digital resources).

3. **Anthem** – Available to Practice employees enrolled in Anthem.

For those who have medical coverage through the Practice, Anthem offers EAP assistance through their website and the app.

Employees should refer to Benefit Plan Documents for eligibility criteria and the terms and conditions of individual benefit policies, where applicable. To the extent there is a discrepancy between the benefits described in this Document and the benefits described in the Benefit Plan Documents, the Benefit Plan Documents will control.

CHAPTER 4 LEAVE POLICIES

BEREAVEMENT LEAVE

Please see the Practice's Bereavement Policy.

JURY DUTY

Please see the Practice's Jury Duty, Speaker Fees/Presentation Policy.

MILITARY LEAVE

The Practice complies with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). An unpaid military leave of absence will be granted if an employee is absent in order to serve in the United States Armed Forces or the National Guard. Employees who perform and return from service in the United States Armed Forces or National Guard will retain certain rights with respect to reinstatement, seniority, compensation, length of service promotions, and length of service pay increases as required by applicable federal and state law. Employees are required to provide advance written or verbal notice to the Director of Administrative Operations, Senior Managing Member, or designee for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. An employee should provide notice as far in advance as is reasonable under the circumstances. Employees returning from military leave must comply with all the reinstatement requirements specified by federal law. If you are a reservist in any branch of the armed forces or a National Guard member, you will be granted unpaid time off for military training (normally 14 days plus travel time) in addition to your PTO. Please advise your supervisor of your training schedule as far in advance as possible. A copy of official military orders must be provided as well as a copy of military pay received to calculate the amount of pay due to an employee.

LEAVE FOR CRIME VICTIMS AND THEIR FAMILIES

The Practice will provide employees who are the victim, or who are the family members of a victim, of domestic violence, sexual assault, or stalking, with reasonable unpaid leave for legal or law enforcement assistance, medical treatment, or counselling, and for relocation or other safety-related actions. "Family members" include child, spouse, parent, parent-in-law, grandparent, or person the victim is dating. The Practice may require the employee to provide documentation of the need for leave.

In addition to the above, the Practice will provide employees who are the victim or who are the spouse, parent or legal guardian (if the victim is a minor), or child of a victim, of certain other crimes (felony, assault and battery, stalking, sexual battery, attempted sexual battery, maiming, or driving while intoxicated) with excused time off to attend criminal legal proceedings in connection the prosecution or sentencing of the accused.

Further, the Practice will provide such leave to employees who are the spouse, parent, sibling, or legal guardian of a homicide victim or a person who is legally or mentally incapacitated and who is the victim of a crime. Leave under this policy is unpaid, but employees may opt to use any available, unused paid leave (to the extent eligible) for any time off pursuant to this policy.

Prior to taking leave under this policy, employees must give the Practice reasonable notice of the need to take leave. Employees should attempt to give the Practice reasonable notice of each scheduled proceeding. If an emergency does not allow for advance notice, then notice must be given no later than the close of business of the first day of leave.

ELECTION OFFICER LEAVE

An employee who serves as an officer of election will be granted leave in order to perform the duties of the position to which they have been appointed. Leave under this policy is unpaid, but employees may opt to use any available, unused paid leave (to the extent eligible) for any time off pursuant to this policy. An employee who serves for four (4) or more hours, including travel time, in one day will not be required to start any work shift that begins on or after 5:00 p.m. on the day of service, or before 3:00 a.m. on the day following such service. To the extent possible, employees must provide reasonable advance notice of their need for leave under this policy. Requests must be submitted to the employee's supervisor. The Practice may require the employee to provide certification to verify the employee's eligibility for the leave requested.

WITNESS LEAVE

Employees will be provided with excused time to appear in a court or other tribunal or for a deposition pursuant to a valid subpoena. Exempt employees will be paid for any time off as a witness so long as the employee performs some work within that week. However, an exempt employee who serves as a witness for an extended period of time will not be paid for work weeks in which the exempt employee performs no work other than the payment the employee is otherwise entitled to. Employees summoned to appear as a witness in a legal proceeding must supply a copy of the subpoena and submit proof of attendance upon completion. Employees should notify their supervisor at least 3 weeks prior to serving as witness in a trial so that appropriate arrangements may be made to cover the work during the absence. If the employee was not given 3 weeks' notice of the civil service, then the employee should give their supervisor or manager as much notice as possible. Employees may, but are not required to, use any available, unused paid leave (to the extent eligible) for an absence due to a required court appearance.

FAMILY AND MEDICAL LEAVE (FMLA)

FMLA Qualifications & Eligibility:

You may qualify for a family and medical leave of absence under FMLA if:

1. You are employed at a worksite where 50 or more employees are employed by the Practice within a 75- mile radius of that worksite; **and**
2. You have worked for the Practice for at least 12 months, **and**
3. You have worked for the Practice for at least 1,250 hours during the 12-month period immediately preceding the commencement of leave. (Time not actually worked, including holidays and any other form of paid time off is not counted towards the 1,250 hours of service.)

Employees who qualify may take up to 12 weeks (480 hours if taken intermittently) of unpaid leave during any consecutive 12-month period, in the following situations:

1. Because of the birth and care of a newborn child or placement of a child with the employee

for adoption or foster care (this type of leave must be taken within a year of the child's birth date/adoption date).

2. To care for an immediate family member (child, spouse, domestic partner, or parent) who has a serious health condition.
3. When a serious health condition prevents you from performing the functions of your job with the Practice.
4. When a qualifying exigency arises out of the fact that the employee's spouse or domestic partner, son, daughter, or parent is a military member on covered active duty.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse or domestic partner, son, daughter, parent or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the covered service member with a serious injury or illness. Leave to care for a covered service member will only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured covered service member.

In determining eligibility for leave, a "rolling" 12-month period is used; measuring backward from the date an employee uses any FMLA leave.

"Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

"Qualifying exigency" leave is in place to assist family members of the National Guard, Reserves and Active-Duty military in managing their affairs while the member is on active duty in support of a contingency operation, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post- deployment reintegration briefings.

"Domestic partner" means an adult in a committed relationship with another adult. A committed relationship is one in which the employee and the domestic partner of the employee are each other's sole domestic partner (and are not married to or domestic partners with anyone else) and share responsibility for a significant measure of each other's common welfare and financial obligations.

In general, FMLA is unpaid leave. Yet if an employee qualifies for FMLA leave and also has available paid time off, the employee must substitute such earned paid leave for any part of FMLA leave such that the paid leave and FMLA leave run concurrently.

If you are off work due to a work-related injury or a work-related illness, which also qualifies as a "serious health condition" under the FMLA, the Practice does not require you to use paid time-off

benefits while receiving benefits under workers compensation. However, when you are off work due to a work-related injury or work-related illness, which also qualifies as a “serious health condition” under FMLA, your time off under workers compensation may also count as time off under FMLA.

Required Notice:

If the need for leave is foreseeable, you must provide your supervisor with not less than 30 days’ notice of your intention to take such leave. When 30 days is not possible, or the approximate timing of the need for leave is not foreseeable, you must provide such notice as soon as practicable. The failure to provide the required notice may result in denial of leave until proper and timely notice is given by the employee. Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must work with their supervisor to schedule the leave so as not to unduly disrupt Practice operations.

An employee requesting leave for any reason should submit a written request on the Practice’s FMLA Notification Form, setting forth: (1) the reasons for the leave; (2) the anticipated start date; and (3) the anticipated duration of the leave. Any requested leave based on a serious health condition, whether it involves the employee or a family member, must be supported by a medical certification.

If you and your spouse (or domestic partner) are both employees of the Practice, the combined number of workweeks of leave you both may take is limited to 12 workweeks during any 12-month period if:

1. Such leave is taken because of the birth of a son or daughter and in order to care for such a child.
2. Such leave is taken because of the placement of a son or daughter with the employee for adoption or foster care; or
3. Such leave is taken to care for a parent with a serious health condition.

For military caregiver leave, you and your spouse (or domestic partner) are also limited to a combined total of 26 workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness.

Group Health Benefits During Leave:

When taking leave under this policy, you will not lose any employment benefits you have accrued prior to taking leave. However, you will not accrue PTO during FMLA leave. Also, during the period of your leave under this policy, the Practice will maintain your coverage in the Practice’s group health plan.

The Practice will require you to pay your share of benefit premium payments on the same basis as if you were not on leave, or in another manner to which you and the Practice mutually agree. When you complete your leave of absence, the Practice will return you to the same position that you held before you took your leave or to an equivalent position with equivalent benefits, pay and other conditions of employment. The taking of another job while on family or medical leave or any other authorized leave may lead to disciplinary action, up to and including termination. No

statement in this Document is intended to conflict with your rights or the Practice's obligations under the FMLA. If there is a conflict, the provisions of the FMLA control.

Notice of Eligibility and Designating FMLA Leave:

Employees requesting FMLA leave are entitled to receive written notice from the Practice telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the Practice's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

Medical Certification:

An employee is required to have the Practice's certification form completed by the employee's physician or health care provider. The completed certification must be submitted within 15 days of the requested leave, except in unusual circumstances. The Practice will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least 7 calendar days to cure deficiencies. Failure to provide the required medical certification may result in denial of all privileges and benefits under this policy and result in denial of reemployment upon completion of the leave.

In all cases of leave for medical reasons, the Practice reserves the right to request a second medical opinion at the Practice's expense and further medical opinion, where appropriate. Periodic recertification also may be required for requested extensions of medical leave, absences which exceed thirty days, and other appropriate circumstances.

Return to Work:

During periods of leave, employees are required to report to the Practice periodically regarding their status and intention to return to work.

Employees who return to work at the expiration of their FMLA leave (or an approved extension as a reasonable accommodation) are entitled to be restored to their position or, if no longer available, to an equivalent position that is available. In the event the employee's position was eliminated or placed in an indefinite layoff status while the employee was on FMLA leave, the employee will have no greater right to reinstatement than if the employee had been working when the employee's position was eliminated or placed in indefinite layoff status.

Failure to return to work on the agreed upon date may result in immediate termination unless the employee has requested an additional, finite period of leave as a reasonable accommodation for a disability, in which case the Practice will engage further with the employee to discuss the request.

In the event that an employee fails to return from leave, consistent with the terms of this policy, the employee will be liable for the employer's share of the insurance premiums unless: (1) the employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or a family member, or due to a serious injury or illness of a covered servicemember; or (2) the failure to return stems from circumstances beyond the

control of the employee.

An employee who makes a substantiated fraudulent claim for leave may be denied restoration to employment or disciplined up to and including termination of employment.

Employees who take FMLA leave due to their own serious health condition may be required to obtain "fitness for duty" certification from their treating health care provider so that they are able to resume work. This certification should include information only about the particular health condition that relates to the employee's fitness to perform the essential functions of their job. An employee will not be permitted to return to work until the "fitness for duty" certification is received by the Practice.

MEDICAL DONOR LEAVE

Employees who have worked for the Practice at least 12 months, and who have worked at least 1,250 hours during the previous 12 months may be entitled up to 60 days of unpaid leave (although such leave may be taken concurrently with paid leave) for the Donation of an organ or up to 30 days of unpaid leave (although such leave may be taken concurrently with paid leave) for the donation of bone marrow if the employee meets the eligibility requirements. Documentation from a medical provider is required when submitting a request for Medical Donor Leave. Medical Donor Leave may not be taken concurrently with FMLA Leave. Employees who take Medical Donor Leave in accordance with this policy will be restored to the same or an equivalent position upon their return from Medical Donor Leave in accordance with applicable law. Employees will not be retaliated against for requesting, in good faith, or taking Medical Donor Leave pursuant to this policy.

To request Medical Donor Leave contact the MPSS or designee.

CHAPTER 5 REASONABLE ACCOMMODATIONS POLICIES

AMERICANS WITH DISABILITIES ACT

It is the policy of the Practice to comply with the Americans with Disabilities Act (“ADA”) and all other applicable state or local laws concerning the employment of persons with disabilities. Furthermore, it is the Practice’s policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment because of such individual’s disability, record of disability, or perceived disability so long as the employee can perform the essential functions of the job with or without reasonable accommodations. Consistent with this policy of nondiscrimination, the Practice will provide reasonable accommodations to a qualified individual with a disability (as defined by applicable law), provided such accommodation does not constitute an undue hardship on the Practice. What constitutes a reasonable accommodation depends on the circumstances and will be addressed by the Practice on a case-by-case basis. The Practice will engage in the interactive process to address the merits of the accommodation request and to determine the feasibility of the requested accommodation.

RELIGIOUS ACCOMMODATION

Employees may request an accommodation when their religious beliefs require a deviation from the Practice’s work schedule, policies, or other aspects of employment. The Practice will consider the request but reserves the right to offer its own accommodation to the extent permitted by law.

To request a religious accommodation, please submit a written request to the Director of Administrative Operations, Senior Managing Member, or designee setting forth the accommodation(s) you need for religious purposes. When necessary, the Director of Administrative Operations, Senior Managing Member or designee will discuss the accommodation request with you and your manager. If a reasonable accommodation is available, the request will be approved, and the accommodation implemented. If an accommodation request poses an undue hardship on the business, it will not be provided, but an alternative accommodation may be offered if possible.

PREGNANCY ACCOMODATIONS

Discrimination on the basis of pregnancy, childbirth, or related medical conditions, including lactation, is prohibited. Employees and applicants for employment of the Practice have the right to request a reasonable accommodation for known limitations related to pregnancy, childbirth, breastfeeding, or related medical conditions. In accordance with the Virginia Human Rights Act (VHRA) and the Pregnant Workers Fairness Act, a reasonable accommodation will be provided unless the accommodation will impose an undue hardship on the Practice’s operations. Employees will not be required to take leave as an accommodation if another reasonable accommodation can be provided. Reach out to the HR Manager or Director Administration Operations if you have limitations related to pregnancy, childbirth, or breastfeeding for which you seek an accommodation.

Reasonable accommodations in accordance with applicable law, including the Providing Urgent Maternal Protections for Nursing Mothers Act, may include more frequent or longer bathroom

breaks, breaks to express breast milk, access to a private location that is shielded from view and free from intrusion of coworkers and the public, other than a bathroom for the expression of breast milk, acquisition or modification of equipment or access to or modification of employee seating, a temporary transfer to a less strenuous or hazardous position, assistance with manual labor, job restructuring, a modified work schedule, light duty assignments, and leave to recover from childbirth.

The Practice will reinstate employees who take leave as an accommodation under this policy to their original job or to an equivalent position with equivalent pay, seniority, benefits and other terms and conditions of employment upon expiration of their agreed-upon leave provided that the employee notifies the Practice of their intent to return to work unless reinstatement would impose an undue hardship on the Practice's operations.

The Practice will engage in a timely, good faith interactive process with an employee who has requested an accommodation pursuant to this policy to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss possible alternative reasonable accommodations. The Practice may request certain documents from an employee or applicant's health care provider regarding the need for an accommodation. It is the employee's or applicant's duty to provide the requested documentation to the Practice.

The Practice will not deny employment opportunities or take adverse employment actions against employees or otherwise qualified applicants for employment based on the need to make such reasonable accommodations, nor will the Practice retaliate against applicants or employees who request, use, or attempt to use accommodations or otherwise exercise their rights under the VHRA.

CHAPTER 6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Practice complies with, and requires all employees to comply with, all applicable provisions of the Health Insurance Portability and Accountability Act (“HIPAA”), as amended. **Except with written permission from the patient or as otherwise permitted by law, Employees are prohibited from using, publishing or otherwise disclosing to others, either during or after their employment with the Practice, any protected health information (“PHI”), or confidential or proprietary information of the Practice, clients, patients, or employees.** PHI is specifically defined by HIPAA and generally includes any personal health information. A violation of this policy will result in discipline, up to and including termination.

CHAPTER 7 SAFETY & HEALTH

WHISTLEBLOWER PROTECTION AND PROCEDURE

It is the policy and practice of the Practice to conduct itself and its operations in accordance with law and high ethical standards. To this end, the Practice has developed a corporate compliance program and expects that every employee will act in accordance with the standards outlined in this Document.

Compliance with Whistleblower Laws:

The Practice expects every employee to help ensure that the Practice complies with applicable federal, state, and local laws, including those summarized below, by immediately reporting anything he/she reasonably suspects may violate such laws. Employees should contact their direct supervisor or the Director of Administrative Operations if they have questions or are unsure about possible violations of the law. Employees are also free to report perceived violations to the U.S. Department of Justice or other enforcement authorities such as a state Medicaid fraud agency. The Practice prohibits any sort of retaliation, retribution, or discrimination against any employee who reports a potential violation of such laws.

Below is a non-exclusive summary of certain laws governing the Practice:

1. **The Federal False Claims Act and Virginia Fraud Against Taxpayers Act** prohibit the submission of a “knowingly” false or fraudulent claim for payment to the government (Medicare, Medicaid, Tricare, etc.). They also prohibit the use of false statements or records for the purpose of obtaining improper payment or concealing the receipt of such payment. The term “knowingly” includes actual knowledge that a claim or statement is false and does not include honest mistakes or errors but may include failure to implement adequate measures to ensure the accuracy of claims or statements or failure to take remedial steps once an error is discovered. Any individual or organization that violates these laws may be liable for monetary penalties. Criminal penalties may also apply and include imprisonment and fines. Both the Federal False Claims Act and the Virginia Fraud Against Taxpayers Act provide certain protections for individuals who report what they reasonably believe to be a violation of state and/or federal law.
2. **The Anti-Kickback Statute** prohibits a health care provider from paying or receiving a kickback or other improper inducement to or from anyone for patient referrals or purchase of products or services. Improper inducements include anything of value and can take many forms besides cash such as free products and services, expensive meals and/or gifts, or excessive compensation for medical directorships and consults. Any individual or organization who pays or accepts kickbacks may be liable for monetary penalties. Criminal penalties also may apply and include imprisonment and fines.
3. **The Physician Self-Referral Law** (commonly known as the “Stark Law”) prohibits physicians from referring patients for certain “designated health services” payable by Medicare or Medicaid from entities with which the physician or an immediate family member has a financial relationship. Financial relationships include both ownership/investment interests and compensation arrangements. In addition, the physician is prohibited from filing a Medicare claim for these services. Any individual or organization that violates this law may be

liable for monetary penalties.

Whistleblower Procedure:

This procedure governs allegations by any employee, volunteer, vendor, or agent who reports suspected illegality, fraud, abuse, or violations of the laws described above.

Violations or suspected violations of law may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. There are several ways to make a report of suspected violations of the law and all employees are encouraged to do so:

- Your Direct Manager or Supervisor,
- The Director of Administrative Operations,
- A Senior Managing Member or their designee.

In addition, all employees have the option to report the harassment anonymously via the **24/7 hotline, Navex Global EthicsPoint, by dialing 877-281-3377 or submitting an online report at <http://rafimaging.ethicspoint.com/>.**

All reports will be timely, fairly, and thoroughly investigated and, if substantiated, appropriate corrective action will be taken in accordance with the policy herein. The Director of Administrative Operations, Senior Management Member, or designee is responsible for investigating and addressing all reported complaints and allegations alleging suspected illegality, fraud, abuse, or violations of law. If the report appears to have merit, appropriate disciplinary action will be taken against the offender, up to and including termination.

Whistleblower Protections:

The Practice will not retaliate against any employee who (i) in good faith reports a violation of any federal or state law or regulation to a supervisor or to any governmental body or law-enforcement official, (ii) is requested by a governmental body or law enforcement official to participate in an investigation, hearing, or inquiry, (iii) refuses to engage in a criminal act that would subject the employee to criminal liability, (iv) refuses an employer's order to perform an action that violates any federal or state law or regulation and the employee informs the employer that the order is being refused for that reason, or (v) provides information to or testifies before any governmental body or law enforcement official conducting an investigation, hearing, or inquiry into any alleged violation by the employer of federal or state law or regulation. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, threats of physical harm, or any other kind of discrimination.

Protection against retaliation does not include immunity for any wrongdoing by the reporting employee that is discovered or substantiated. Likewise, this policy does not authorize an employee to make a disclosure of data otherwise protected by law or any legal privilege, to make statements or disclosures knowing that they are false or that they are in reckless disregard of the truth, or to disclose information that would violate federal or state law or diminish or impair the rights of any person to the continued protection of confidentiality of communications provided

by common law.

In the event you believe that you have experienced retaliation for engaging in any of the actions described above, you should use the above procedures to report the pertinent facts promptly. The Practice will investigate and, if retaliation is substantiated, take appropriate remedial and/or disciplinary action against personnel found to have violated this policy.

WORKPLACE HARASSMENT

The Practice expects you and each of its employees to act professionally, to treat others with respect and to be treated with respect. Unprofessional conduct in the workplace impedes the Practice's operations and violates its organizational values. Workplace harassment of any Protected Characteristic is not to be tolerated. Harassment may include jokes, verbal abuse, and epithets, degrading comments, the display of offensive objects and pictures, unwelcome touching, and other unwelcomed verbal or physical conduct based on a Protected Characteristic. Repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment violates the Practice's Professional Conduct Policy which clearly states that all employees will be treated with both courtesy and respect.

Importantly, workplace harassment, whether sexual or of another nature, is not limited to relationships between and among employees and prospective employees, but also extends to interaction with patients, vendors, suppliers, and other facility visitors. Employees are prohibited from subjecting any patient, vendor, supplier, or facility visitors of the Practice to sexual harassment, or harassment of any nature including that conduct described above. Furthermore, no employee will be required to suffer sexual harassment, or unlawful harassment of any nature by any patient, vendor, supplier, or facility visitor.

General Harassment:

Harassment does not require intent to offend. Thus, inappropriate conduct meant as a joke, a prank, or even a compliment can lead or contribute to harassment. Examples of harassment include:

1. Comments, gestures, slurs, email messages, offensive posters, cartoons, pictures, drawings, or jokes (including email messages) that are directed at an individual because of that individual's Protected Characteristic; and/or
2. Anything that belittles or demeans another based on that individual's Protected Characteristic.

Any employee found to have engaged in unlawful harassment will be subject to disciplinary action, up to and including discharge. Moreover, retaliation against any individual reporting harassment or discrimination is a serious violation of this policy, and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination of employment.

Sexual Harassment:

While no form of workplace harassment is tolerated, sexual harassment warrants special emphasis and attention. Sexual harassment has been defined generally as including unwelcome

sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, whenever: (1) submission to the conduct is either an explicit or implicit term or condition of employment; (2) an employee's reaction to the conduct is used as a basis for employment decisions affecting that employee; or (3) the conduct has the purpose or effect of interfering with the employee's work performance or creating an intimidating, hostile or offensive working environment. No one affiliated with the Practice should be subjected to unsolicited and unwelcome sexual overtures, nor should anyone be led to believe that an employment opportunity or benefit will in any way depend upon "cooperation" of a sexual nature. Sexual harassment is not limited to demands for sexual favors. It also may include, by way of example and not limitation:

1. Sex-oriented verbal "kidding," "teasing" jokes or pranks.
2. Repeated offensive sexual flirtations, advances, or propositions.
3. Continued or repeated verbal abuse of a sexual nature.
4. Graphic or degrading comments about an individual or his or her appearance.
5. The display of sexually suggestive objects or pictures.
6. Subtle pressure for sexual activity.
7. Inappropriate physical contact.
8. Verbal abuse of a sexual nature.
9. Repeatedly asking a person to socialize during off-duty hours.
10. Giving gifts or leaving objects that are sexually suggestive; and
11. Off-duty, unwelcome conduct that affects the work environment (including various social media platforms such as Facebook, Instagram, Twitter).

Additionally, no one with a supervisory role may at any time: (1) threaten or imply that an individual's submission to or rejection of a sexual advance will in any way influence any decision regarding that individual's employment, performance evaluation, advancement, compensation, assignments, discipline, discharge, or any other term or condition of employment; or (2) make any employment decision concerning an individual on such a basis. Moreover, any conduct by a supervisor or a co-worker that has the purpose or effect of interfering with work performance or creating an intimidating, hostile or offensive work environment will not be tolerated.

Victims of sexual harassment can be any gender and be the same gender as the harasser. The harasser can be a supervisor, co-worker, employee, or a non-employee who has a business relationship with the Practice. Sexual harassment refers to behavior that is not welcome, reasonably personally intimidating, hostile, or offensive and pervasive. **Any employee found to have engaged in sexual harassment will be subject to disciplinary action, up to and including discharge. Moreover, retaliation against any individual reporting sexual harassment is a serious violation of this policy, and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination of employment.**

Harassment Compliant Procedure:

To provide a safe workplace for employees and patients, the Practice require its employees to report all incidents of workplace harassment, including sexual harassment, regardless of the identity of the alleged offender as set forth in this policy. Employees are required to report incidents of harassment and/or discrimination that are either observed or experienced by that employee immediately. You should report the conduct regardless of the offender's position at

the Practice and should also report the conduct even if the offender is not employed at the Practice (*i.e.*, a vendor, visitor, or temporary employee). Your prompt reporting is very important so that the Practice can take action to stop the conduct before it is repeated. While the Practice encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome, the Practice also recognizes that power and status disparities between the offender and the recipient of the offensive conduct may make such a confrontation impossible or uncomfortable. Consequently, such direct communication is not a requirement or prerequisite to filing a complaint. If the employee is not comfortable confronting the offender or is unsuccessful in stopping the behavior, the behavior is to be immediately reported.

The Practice has appointed the following individuals as the contact persons who are authorized to receive complaints under this policy:

- Your Direct Manager or Supervisor.
- The Director of Administrative Operations; or
- A Senior Managing Member or their designee.

In addition, all employees have the option to report the harassment anonymously via the **24/7 hotline, Navex Global EthicsPoint, by dialing 877-281-3377 or submitting an online report at <http://rafimaging.ethicspoint.com/>**. The Practice quickly and fully investigates all complaints of workplace harassment, including sexual harassment. To the extent possible, the reporting employee's confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. Each employee will, without fear of reprisal or retaliation, cooperate in the investigation of a complaint of harassment or discrimination. Any supervisor or manager who becomes aware of any incident of possible sexual or other unlawful harassment or discrimination must immediately advise the Practice so it can be investigated in a timely and confidential manner.

Anyone who is found to have engaged in illegal discrimination or harassment will be subject to appropriate disciplinary action depending on the circumstances, up to and including termination of employment.

If you have questions, please call the Director of Administrative Operations, Senior Managing Member, or designee.

Non-Retaliation:

The Practice is committed to creating a safe work environment where employees are protected from retaliation while also complying with all federal and state laws and regulations. Threats or acts of retaliation against individuals who report inappropriate conduct pursuant to these policies or provide information in connection with a report by another individual will not be tolerated.

If you believe you are being retaliated against, you should report using the procedure outlined above.

The Practice will investigate and take appropriate action in the manner described above. **Complaints of retaliation will be handled in the same manner and with the same potential consequences as complaints of harassment or discrimination, including but not limited to,**

immediate termination of employment. Anyone found in violation of this non-retaliation policy will be subject to disciplinary action up to and including termination.