BETHANY
Lutheran Health Services

Employee Handbook

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Welcome!

We believe a positive and fulfilling experience awaits you as a new team member. To help make your transition go smoothly, we have developed this Employee Handbook. It will help answer questions you may have regarding the operations, expectations and benefit programs offered by Bethany Lutheran Health Services. For purposes of simplicity, Bethany Lutheran Health Services will be referred to as Bethany through this entire handbook. If you have any questions regarding this handbook, please ask your Department Director, Administrator, or Human Resources Director.

We are committed to ensuring that our community members receive the highest quality of care and services at all times. You have a vital role to play in maintaining our service standards. You represent Bethany every time you are here on the job or out in the community for Bethany. Your professionalism, job performance, attitude, and professional appearance help to ensure that seniors in the community will continue to reach out to Bethany for care and services.

Please take the time to read this handbook carefully. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. Bethany reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by management, verbal or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

We wish you success in your employment here at Bethany Lutheran Health Services!

Sincerely,

The Executive Leadership Team
Bethany Lutheran Health Services

Mission, Vision & Values

Mission Statement: “Spiritually, compassionately, and lovingly “Caring for those who cared for us” by providing exemplary comprehensive quality care led by our award-winning staff.”

Vision: “To provide a “home” where Friends become Family.”

Values:

- Transparent and Respectful
- Collaboration and Partnership
- Fun and Disciplined

History of Bethany

Bethany Lutheran Health Services (BLHS) is a not-for-profit organization, affiliated with Lutheran Services of America (an association of social ministry organizations of the Evangelical Lutheran Church in America (ELCA), the Lutheran Church – Missouri Synod (LCMS), and the Lutheran Congregation in Mission for Christ (MCLC)), and organized for the purpose of providing housing and care for seniors. Its beginning in 1975 was from the hearts of many conscientious people in the Lutheran churches in and around Council Bluffs.

Bethany Heights originally began as an independent living facility in 1991. In 2008, as the needs of seniors who resided at Bethany changed, the location was then converted into a Certified Assisted Living and Independent Living facility. Bethany Heights offers apartment homes as well as additional services for seniors to ensure it meets the needs of each individual.

BLHS is fully licensed by the State of Iowa as a nursing facility and participates in the Medicaid (Title XIX) and Medicare programs. The Administrator, Director of Nursing, and all other professional personnel hold current licenses or certificates.

Bethany's chapel is available for spiritual use and where programs such as bible study, vespers, worship and Holy Communion are offered.

Fourteen Lutheran congregations from this area are sponsors of Bethany. Board members are elected by and from these churches to govern Bethany. The Board of Directors elects its own officers, and delegates responsibility for the day-to-day operations of Bethany to the Executive Committee.

Bethany's Sponsoring Congregations

Council Bluffs: Emanuel Lutheran, Faith Lutheran, Our Savior's Lutheran, Saint John Lutheran, St. Paul's Lutheran and Timothy Lutheran.
Hastings: St. John Lutheran
Honey Creek: St. John Lutheran
Mineola: St. John Lutheran
Neola: St. Paul Lutheran
Persia: St. John Lutheran and Trinity Lutheran
Treynor: St. Paul Lutheran
Underwood: Underwood Lutheran

Organization Policy

The Executive Committee is responsible for setting policies for Bethany employees. The Administrator manages the daily operation, using these policies.

An organizational chart is posted on the employee bulletin board for all employees to follow. Chain of command is to be followed when filing complaints or grievances. Employees are encouraged to follow the chain of command, but this does not prohibit any employee from making an appointment with any member of the Executive Committee when they feel it is necessary. Chain of command does not need to be followed to report discrimination and/or harassment in violation of this handbook. For raising discrimination and/or harassment issues, please see the section on Anti-Harassment and Discrimination.

All employees are encouraged to provide input and suggestions concerning the operations of Bethany. Employees should bring their comments and suggestions to their immediate Directors first or anyone in administration. Bethany operates in an "open door" manner. All employee input is appreciated and considered, and can be presented without fear of reprisal.

At-Will Employment

All employment with Bethany is voluntary and at-will. This means you are free to terminate your employment at any time, for any reason, and Bethany retains the same right. No individual supervisor or manager can enter into a contractual agreement without the authority and approval from the Administrator. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way, the employment at-will status of employees.

Pre-Employment Policies and Background Checks

All persons seeking employment must complete an employment application and submit a resume, if prepared. This will be reviewed, along with provided references. Additionally, past positions and employment dates will be verified. Bethany reserves the right to test prospective employees to verify statements concerning proficiency in a stated area, or to test for basic skills that are critical for the successful performance of their job.

For those applicants who will be driving for work purposes, a valid and current driver's license must be furnished. All job offers are contingent upon successful completion of pre-employment testing, which may include but is not limited to Physicals (when applicable), and Physical Capacity Tests, along with a variety of national (when applicable) and State and Federal background and licensure checks. Employees will need to annually provide a copy of their current driver's license*, current state licensure information*, current CPR information*, Tuberculosis screening results*, proof of flu vaccination or declination*, proof of COVID-19 vaccination is requested but not required, complete annual training requirements*, and will be provided the opportunity to receive a Hepatitis B vaccine. You are expected to remain current & compliant with all required documentation. New copies of these documents should be submitted in a timely manner so that Bethany records are always current. You are also expected to keep all personal information (address, contact information & emergency contact information, etc.) up to date with your Administrator at all times.

**As required based on your role*

Equal Employment Opportunities

Bethany provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, creed, gender, national origin, age, marital or veteran status, sexual orientation, gender identity, disability, or any other legally protected classification.

Disability Accommodation

Bethany complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practice laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, Bethany will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business or pose a direct threat to the health or safety of the employee or others.

Such candidates and employees must advise their direct supervisor, Human Resources and/or the Administrator of your needed accommodation.

Religious Accommodation

Bethany is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request accommodation when their religious beliefs cause a deviation from the company dress code or the individual's schedule, basic job duties, or other aspects of employment. Bethany will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that accommodation will have on current established policies, and the burden on operations – including other employees – when determining a reasonable accommodation. At no time will Bethany question the validity of a person's belief.

Religious accommodation request forms are available from the manager.

This policy of equal opportunities applies to all terms and conditions of employment. This includes but is not limited to hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, compensation and training.

You are responsible for ensuring Bethany's equal employment opportunity policy is implemented and maintained. Failure to comply with this policy will result in disciplinary action up to and including termination of employment.

State & Federal Legislation

This employee handbook is subject to the provisions within State and Federal legislation pertaining to long-term care and assisted living communities and shall be considered a part of these work rules. Work rules are applicable to all covered employees.

1.0 Professional Conduct

Workplace Culture

Bethany is a healthcare community dedicated to the health and welfare of our Residents/Tenants. It is necessary that our workplace maintain a professional atmosphere as well as one of warmth and friendliness. You are expected to promote a congenial and cooperative atmosphere in which to work.

Helping residents/tenants to help themselves for as long as possible is a great act of kindness and compassion. In helping others, we never "order" them to do something, but rather we encourage, persuade, assure, suggest or request. We can accomplish much by asking rather than demanding. Approaching others with love, kindness, gentleness, compassion, honor, dignity, patience and respect is best.

Promoting from Within

Bethany desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. Preference is generally given to internal candidates over external candidates when both are equally qualified. Internal candidates may not transfer departments within the first six (6) months of

employment except under special circumstances as determined by the Administrator and/or HR Director. Internal candidates will receive the wage appropriate for the position. New job openings generally will be posted on the bulletin board, as well as our Internet site.

Bulletin Boards/Door Notices

Bethany maintains official bulletin boards located in designated employee areas for providing employees with official company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times, Bethany may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Nothing may be posted on or removed from any bulletin board or public entry or exit door without approval of the Administrator.

Non-Solicitation/Non-Distribution

To avoid disruption of business operations or disturbance of employees, visitors, and others, Bethany has implemented a Non-Solicitation/Non-Distribution policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by this policy.

You are prohibited from soliciting other employes during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized non-working time, so long as you do so when the other employees are also on non-working time, and you have received prior approval from the Administrator.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunchrooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates Bethany's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment. Violations of this policy should be reported to a manager.

Code of Ethics

Below is a set of ethical behaviors that Bethany must abide by when interacting with any Residents/Tenants, families, partners, or employees. This ethics policy is not comprehensive and other violations may be subject to disciplinary action.

Bethany's Responsibility to All

- Encourage, to the greatest degree possible, independence, growth, and self-determination for all.
- Promote and participate in informing Residents/Tenants and employees of their rights and opportunities.

- Actively avoid discriminative behavior based on race, color, creed, sex, national origin, age, sexual orientation, religion, veteran status, disability, genetic information, or gender identify.
- Enforce the application of Bethany's policies at all times.
- Provide services with the utmost integrity and accuracy humanly possible.
- Demonstrate honor, dignity, respect and understanding toward others.

Bethany's Responsibility to Employees

- Create and maintain a working environment that encourages ethical behavior and conduct from staff, partners, and Residents/Tenants/families.
- Have policies and processes in place to ensure employees can freely express, discuss, and address ethical concerns and issues, free of reprisal.
- Develop and train on safety procedures in order to provide a safe workplace for all staff members, partners, and Residents/Tenants.
- Promote an anti-harassment and discrimination-free workplace.
- Provide opportunities for staff education, training, and development.
- Ensure that allegations of fraud, abuse, financial mismanagement, or misappropriation of Bethany funds are promptly investigated and that employee's rights are protected.

The Employee's, Partners, and Intern Responsibilities

- Adhere to the policies and standards as outlined in the Employee Handbook.
- Conduct work activities with honesty, integrity, and respect for all while respecting confidential information.
- Comply with federal and state laws affecting service delivery.
- Take an active role in creating and maintaining a safe and physically clean working environment.
- Immediately report any conflicts of interest or ethical violations to the leadership team
- Create a positive working environment that is supportive of coworkers.
- Ensure that private financial interests or other external responsibilities do not interrupt the quality of the work product.
- Immediately report violations or suspected violations (within 2 hours of occurrence). Any individual that becomes aware of or has reasonable grounds to suspect a violation of ethics, is obligated to report such behavior or face the possibility of accomplice-status in any investigations.
- Demonstrate honor, dignity, respect and understanding toward others.

Our primary goal is to provide kind, compassionate, quality care to our Residents/Tenants. The Resident/Tenant has every right to expect the best service possible. Bethany policy prohibits an employee from accepting money or gifts or transacting business with Residents/Tenants, families or friends of Residents/Tenants, or firms with whom the community conducts business. Therefore, you are requested not to accept tips or gratuities from or to conduct business of any kind with Residents/Tenants, their families or friends. As a matter of proper ethics, do not witness Wills or other legal documents at the request of a Resident/Tenant. Such procedures are not in the best interest of the community or the employee. Possible legal implications could result through allegations of undue influence being charged against the employee or the community. If asked to witness a document, politely decline on the grounds that Bethany policy prohibits you from so doing.

Conflict of Interest

You are expected to use good judgment, to adhere to high ethical standards, and to act in such a manner as to avoid any actual or potential conflict of interest. A conflict of interest occurs when the personal, professional, or business interests of an employee conflict with the best interests of the community.

No one currently employed by Bethany will be allowed to perform private duty nursing, chore work, or notarizing for any person currently residing at the community without written permission from the Administrator.

You may not solicit or accept gifts, lavish entertainment, or other benefits from current or potential vendors or suppliers of your Facility.

Confidentiality

Residents/Tenants of Bethany have the right to privacy. Information about employees, Residents/Tenants, and business is strictly confidential. You must not disclose, either during or following your employment, any information, purposefully or inadvertently, to anyone, except when required in the course of performing your job duties, and then only to those who have both a need and permission to be so informed. You will be subject to appropriate disciplinary action, up to and including termination, for knowingly or unknowingly revealing information of a confidential nature.

Information about the operation of Bethany, its relationships with vendors, and employees is also considered confidential. No one is permitted to remove or make copies of any Bethany records, reports, or documents outside of published policies and procedures without approval from their supervisor.

Intellectual property created for your Bethany, by Bethany or its employees is the property of Bethany and must not be shared with any person outside the company without prior approval, unless in the course of performing job duties.

Disclosure of confidential information shall be treated as misconduct, and Bethany reserves the right to terminate any employee who violates the confidentiality policy. If you have questions about the specifics of this policy, please ask your Administrator for clarification.

Outside Employment Policy

No employee, without prior written disclosure and the written consent of Bethany, may engage or participate directly or indirectly, in any business, either as an employee, employer, consultant, agent, principle, partner, officer, director, or in any other individual or representative capacity, that is in competition with Bethany, a Resident/Tenant of Bethany, or a supplier to Bethany. Certain positions may require the employee to sign a non-compete clause.

You will not be held liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of the law. Further, you will not be held liable under any Federal or State law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is under seal.

Introductory Period

When you begin to work at Bethany, the first 90 calendar days of work are considered an introductory period. During this period, you will have a chance to accustom yourself to your new job and coworkers. This time will also give your supervisor an opportunity to determine your fitness for the duties and responsibilities of the position.

Eligible employees will qualify for the health & life insurance plans on the first of the month after one (1) month of employment.

Open Door Policy

From time to time, problems or questions may arise during the course of your employment that affects staff relationships or work. Usually, an understanding can be reached by discussing the situation. To maintain an open and productive working environment, you are encouraged to discuss these matters with your immediate supervisor. If you are not comfortable speaking with your immediate supervisor, you may discuss the issue with Human Resources or the Administrator.

If you feel you are the victim of harassment, discrimination or unlawful treatment of any kind, take advantage of this Open Door Policy or the policy on Anti-Harassment found in this Handbook. Each complaint will be investigated and confidentiality will be maintained to the extent it is consistent with an effective investigation.

Anti-Harassment and Discrimination Policy

Bethany is committed to providing a work environment free from unlawful harassment and discrimination, including sexual harassment. Company policy prohibits sexual harassment and harassment because of race, color, religious creed, age, sex, marital status, national origin or ancestry, physical disability, mental disability, medical condition, Vietnam-Era or disabled veteran status, military service, sexual orientation, or any other basis protected by federal or state law. All such harassment can be unlawful when it:

(1) Is severe or pervasive enough to affect a reasonable employee's job;
(2) Has the purpose or effect of creating an intimidating, hostile or offensive work environment;
(3) Has the purpose or effect of unreasonably interfering with an individual's work performance; or
(4) Otherwise adversely affects an individual's employment opportunities.

Every employee is responsible for creating an atmosphere free of discrimination and harassment whether of a sexual nature or otherwise. Further, each of us is responsible for respecting the rights of co-workers.

Sexual Harassment

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; offering benefits in exchange for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature.

Sex-based harassment that is harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males, or vice versa) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

Harassment of any Kind

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religious creed, age, sex, marital status, age, national origin or ancestry, physical disability, mental disability, medical condition, Vietnam-Era or disabled veteran status, military service, sexual orientation, or any other characteristic protected by law or that of his/her relatives, friends or associates.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Individuals and Conduct Covered

Bethany will not tolerate any form of unlawful harassment against fellow employees, whether by executives, managers, supervisors, co-workers, or by vendors, customers, independent contractors, or others that do business with your Facility. All employees are expected to avoid any behavior or conduct that could reasonably be interpreted as unlawful harassment of employees or persons who do business with Bethany. Employees who engage in conduct in violation of this policy are acting outside the scope of their employment responsibilities and may be subject to individual liability for their unlawful and policy-prohibited actions and may be subject to disciplinary action up to and including termination.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Complaint Procedure

If you experience job-related harassment based on your sex, race, age or other factor, or you believe you have been treated in an unlawful, discriminatory or harassing manner, immediately contact your Administrator, Department Head, or Human Resources so that an investigation can be undertaken. If the Administrator and/or Department Head is the person responsible for the harassing conduct, contact Human Resources or the Compliance Officer.

All persons involved in the complaint and the investigation will be advised to keep all information related to the complaint and the investigation confidential to the extent possible and consistent with an effective investigation.

Should Bethany determine that this policy has been violated, appropriate action will be taken against the offending person to end the offensive conduct, up to and including termination of employment.

Whistleblower Policy

Retaliation towards any employee for reporting suspicious or illegal behavior, especially harassment or discrimination, is forbidden under all circumstances. If an employee is found to be in violation of the non-retaliatory Whistleblower Policy, they will be subject to immediate termination.

If you feel you have been a victim of retaliation, please contact Human Resources or the Administrator.

Employee Complaints and Grievances Policy

If there are concerns in or about the workplace, you reserve the right to discuss or question policies, procedures, direction, or any other topic in an appropriate way. If you have a concern, you should direct your complaint promptly to your supervisor or upper management. Grievances will be met with an objective and receptive demeanor. The direct supervisor may document the grievance and take action when appropriate. If the nature of the grievance suggests harm is being done to himself or herself or another, Bethany has a legal obligation to act on the information disclosed.

Personal Appearance & Dress Code

Your personal appearance reflects the reputation, integrity, and public image of Bethany. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

You must abide by the following policies unless otherwise stated for exceptions, special occasions, or activity days. In addition, each department may alter these requirements based on their particular services and the safety of the residents/tenants:

- Nametags must be worn on a lanyard or clipped close to shoulder areas
- Hair, including facial hair, make-up, and fingernails should be clean and groomed appropriately for resident care.
- Pierced earrings longer than one inch below the ear lobe and any visible body piercings larger than a single 1-millimeter stud must be removed prior to your shift for safety reasons.
- Clothing should be free of holes, tears, and brand endorsements.
- Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.
- No flip-flops, crocs, tank tops or non-Bethany T-shirts.
- Pants and Capris must be high enough on the waist so that when bending, sitting or kneeling, no skin or undergarments will show.
- No apparel that is low cut or too tight is allowed.
- Sport team shirts and Bethany shirts are allowed to be worn on casual dress days.

The following departments may have additional restrictions or specifications that will be discussed during your orientation: **Administration, Clerical, Activities, Dietary, Housekeeping, Laundry, Maintenance, Nursing, and Transportation.**

Bethany will make every effort to reasonably accommodate employees with disabilities or with religious beliefs that make it difficult for them to comply fully with the personal appearance policy. Contact Human Resources or the Administrator to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home unpaid to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

Substance Abuse Policy

In accordance with the Drug Free Work Place Act of 1988, Bethany must maintain a drug free work place. Bethany strictly prohibits the possession, use, or distribution of illegal drugs or drug paraphernalia on the premises, while engaged in any facility related activity or on or in property owned or leased by Bethany, whether or not you are performing business. Bethany is committed to providing you with a safe workplace and an atmosphere that allows you to protect the Residents/Tenants placed in your care as well as inventory and other assets of the facility. You should not be subject to any safety threats from fellow workers. You are expected to be in suitable mental and physical condition while at work, allowing you to perform your job effectively and safely.

Alcohol And Other Drugs

It is the express policy of Bethany that you cannot report to work under the influence of, bring in, make, sell, distribute, use, or have in your possession illegal drugs, alcohol, or drug paraphernalia when you are on company premises or while you are performing company business at any other location.

Post-Employment Background Checks

It is your responsibility to notify Human Resources and your Supervisor within 24 hours of being arrested of a crime or having an allegation of dependent adult or child abuse founded. Bethany will verify the information by processing another DCI check within forty-eight (48) hours of the notification of disposition. Upon receipt of the DCI check, Bethany will process another DHS evaluation to determine if you remain suitable to work in the healthcare or long-term care setting. During this time, you will be suspended without pay from active duty. Once cleared by DHS you may be reinstated and be paid going forward. If Bethany receives credible information from a third-party source that you have been convicted of a crime or has a founded dependent adult or child abuse and was not directly reported by you, you may be terminated for failure to report or will be suspended from active duty immediately upon receipt of the information. Failure to notify Bethany is a criminal offense and may be reported to legal counsel for further action.

Smoking and Tobacco Product Use

In accordance with Iowa's Smokefree Air Act Bethany recommends the following:

- Smoking is prohibited in public places (that is, any enclosed area to which the public is invited or permitted)
- Smoking is prohibited in all enclosed areas within places of employment, such as work areas, private offices, conference and meeting rooms, classrooms, auditoriums, employee lounges and cafeterias, hallways, medical facilities, restrooms, elevators, stairways and stairwells, and vehicles owned, leased, or provided by the employer, unless the vehicle is owned, leased, or provided by the employer for the sole use of the employee driver and used by you.
- If there has been a violation of the Iowa Smokefree Air Act, please contact management immediately so that Bethany may take prompt action. The Iowa Department of Public Health may also be reached at:
    - www.iowasmokefreeair.gov
    - 1-888-944-2247
- Retaliation against an employee, applicant for employment, or customer because the

employee, applicant, or customer exercised any rights afforded under the law, registered a complaint, or attempted to prosecute a violation of the law is strictly prohibited.

Smoking is defined in this policy as all tobacco products, including chewing tobacco, vaping and e-cigarettes. This policy applies to all employees, residents, and visitors.

Bethany employees may smoke in permitted designated areas during their 30 minute meal time and 15 minute breaks. Overnight staff may not leave the property, but may smoke in designated areas. The designated smoking area for Bethany staff is the fenced area by the garage. Smoking in the street, on adjacent properties, or sitting in your personal vehicle while smoking is not permitted.

Staff are responsible for keeping the designated smoking area clean and free of trash and smoking debris. Failure to adhere to the smoking guidelines may result in disciplinary action, up to and including termination, or the discontinued use of designated smoking areas.

Workplace Violence Policy

Bethany provides a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, you should review and understand all provisions of this workplace violence policy.

Bethany does not tolerate any type of workplace violence committed by or against employees. You are prohibited from making threats or engaging in violent activities. This list of behaviors provides examples of conduct that is prohibited:

- Causing physical injury to another person;
- Making threatening remarks;
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possessing a weapon while inside a Company building or while on company business;
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

The above are examples only and do not constitute a comprehensive list of prohibited behaviors.

Any potentially dangerous situations must be immediately reported to the Administrator or Department Head. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled, and the results of investigations will be discussed with them. Bethany will actively intervene at any indication of a possibly hostile or violent situation.

Violating this policy may subject you to criminal charges as well as discipline up to, and including immediate termination of employment. Verbal or physical aggression toward a resident will result in immediate termination and notification of the state adult abuse authority, if appropriate, and the county attorney.

2.0 Employment Policies

Code of Conduct

Courteous and respectful behavior with others is expected. You are responsible for your behavior at all times. When interacting with Residents/Tenants, their friends and relatives, co-workers, management and the public in general, you must conform your conduct to generally accepted standards of good behavior. This list outlines unacceptable behaviors while at work, and is not all inclusive.

Bethany does not tolerate employee conduct which creates an intimidating, hostile, or offensive working environment. Any employee who intimidates, is hostile, or is offensive towards a Resident/Tenant or prospective Resident/Tenant, friends or relatives of our Residents/Tenants, another employee, management, the Administrator, or the general public with whom Bethany interacts with or has relations with, will be subject to disciplinary action up to and including termination.

Employee conduct must be such as to inspire the complete confidence of our Residents/Tenants, visitors, and outsiders with whom they come in contact. This requirement is especially important while on duty. You must always be mindful as your actions reflect favorably or unfavorably on the community. Unbecoming conduct may be cause for termination of employment. In its sole discretion, Bethany reserves the right to determine the appropriate level of discipline, up to and including termination of employment. Below are examples of violations which may result in disciplinary action.

The following violations are examples of conduct which may result in disciplinary action up to and including termination:

- Breach of Resident/Tenant and/or community confidentiality;
- Mistreatment of a Resident/Tenant or their relatives;
- Intoxication on duty;
- Use of intoxicant while on duty;
- Use and/or abuse of controlled substances (unless prescribed by a physician, but including abuse or excessive use of such a substance);
- Unlawfully distributing, selling, or possessing of a controlled substance;
- Falsehood;
- Neglect of duty;
- Failure to report an incident or accident on work property, according to Company policies;
- Bringing any weapon into the Facility;
- Acts of physical aggression and/or verbal outbursts;
- Harassment or discrimination of an employee, Resident/Tenant, family member, or other;
- Violations of Resident/Tenant rights; and
- Theft or willful damage to the property of the community, a Resident/Tenant or co-worker.

Violations listed below are examples of conduct which may result in disciplinary action up to and including termination, depending on the severity and whether such violations have previously occurred:

- Misuse of phone systems, or excessive use of a Company or personal phone while on duty for non-work related items;
- Use of profanity;
- Sleeping while on duty;
- Inability to maintain work standards, or perform the Essential Job Functions listed in the job

description;
- Disrespectful or inappropriate behavior toward a fellow employee, Resident/Tenant, family member or other;
- Insubordination/criticism of authority or disloyalty to the community;
- Accepting tips or engaging in a business transaction with a Resident/Tenant or others;
- Repeated tardiness;
- Excessive absenteeism;
- Violation of community safety rules;
- Falsification of any documents;
- Misuse of time clock or possession of another employee's time badge;
- Failure to follow all applicable safety rules, policies, regulations and laws;
- Violation of any of the policies listed in the Company handbook or any personnel policies; and
- Failure to call or report for scheduled duty.

Attendance Policy

Schedules for full-time employees are based on a forty (40) hour work week and at times may require overtime as scheduled or requested by your Supervisor, Department Head, Administrator or Human Resources. Part-time employees will work prearranged schedules, which do not normally exceed eighty (80) hours in a 2-week period. Attendance at work is an essential function of all positions. No allowance is provided for time loss due to absence without leave, car trouble, bad weather/roads, or other factors over which Bethany has no control. Any exception to the established policies and work schedule for Bethany must be mutually agreed upon at the time of initial employment and must be fully documented in the employee's file. Shift differentials may be paid to employees working the evening, night and weekend shifts.

Only Department Directors, Human Resources or the Administrator can change the master schedules to accommodate appropriate staffing daily. Employees will be given reasonable notice.

Tardiness and Absences

Staff attendance at Bethany is one of the most critical factors in the care of the residents who are entrusted to us. Regular and prompt attendance is expected. It is the personal responsibility of each employee to be on the job, on time, every scheduled workday. By accepting employment with Bethany, employees are indicating that they will take appropriate action to manage their personal affairs; take precautions against accidents; maintain good health standards and be at work promptly every scheduled workday. Each employee must be aware that failure to meet these responsibilities may result in disciplinary action, up to and including termination.

Tardiness
Tardiness is clocking in after the start of the scheduled shift.

Absence
Absence is the failure to report to work when scheduled. Employees are expected to report to work on their scheduled days. Absenteeism may lead to disciplinary action up to and including termination. In the event you will be absent due to an emergency, notify your Director as soon as possible.

Scheduled Absences
Scheduled absences are absences that have been prearranged and approved by the supervisor or department manager prior to the day of the absence.

- Scheduled PTO
- Approved Leave of Absence
- FMLA leave including absences for intermittent scheduled leave

Unscheduled Absences
An unscheduled absence is when an employee is not at his/her workstation as scheduled or expected without making previous arrangements with the department manager. Absences that meet the coverage under FMLA will not be considered unscheduled absences. Bethany may designate qualified FMLA absences against the 12-week allowance.

An employee missing work due to illness longer than two (2) consecutive days may be required to provide a physician note upon returning to work. Employees calling in on their scheduled weekend to work will be required to make up a weekend at the department manager's discretion based on staffing needs.

Requests for vacation or other planned events must be submitted to your manager a month prior to the absence. After a schedule is posted, you will need to find your own replacement for any shifts you are unable to work. Your supervisor must approve this replacement. The replacement is then responsible for fulfilling the shift.

Unforeseen circumstances may arise making it impossible to work as scheduled. As a professional courtesy please personally call your supervisor/House Charge nurse up to 2 hours in advance of the beginning of your shift. Leaving a voicemail or sending a text message or email are not acceptable. Failure to call in advance may result in disciplinary action.

Failure to call in and/or appear for three (3) consecutively scheduled workdays (no call/no show) will be considered a voluntary termination. Extenuating circumstances may affect this and should be reported to your supervisor at once.

Trading Days Off
Trading days off is only permitted with the approval of the Department Director or their designee. The employee who accepts the change of days off becomes responsible for attendance. Overtime may not be involved in any trade without the permission of the Department Director.

Discipline Process
Attendance status will be monitored through progressive steps, documenting absences and tardiness.

The following guidelines will be used in the consideration of disciplinary action for absenteeism. Absences that cause irregular attendance of one or more days can become a serious problem; included are occurrences of tardiness as well as leaving work prior to a shift ending.

- During the employee's Probationary Period (first 90 days) 2 absences/tardies may result in termination pending Supervisor Review.
- After the first 90 days, the first 2 absences/tardies will result in a verbal counseling warning.
- After the fourth (4^{th}) absence/tardy, employee will receive a 1^{st} written warning.
- After the sixth (6^{th}) absence/tardy, employee will receive 2^{nd} written warning and suspension without pay up to 3 days. Suspension is left up to the manager's discretion.
- After the seventh (7^{th}) absence/tardy, employee may be terminated. Again, this is left up to the manager's discretion.
- Three (3) no call/no shows will be considered a voluntary resignation.

For Baylor shift employees, two (2) unexcused absences within 90 days may result in the loss of the Baylor shift benefit.

Time periods are based on a rolling calendar from the first occurrence.

Bethany reserves the right to apply unused Paid Time Off, extended Sick leave or other paid time off to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

Employment Classifications

Employees are classified as either exempt or non-exempt, and into full-time, part-time or PRN status. Each employee is placed in a classification. The classifications are listed and described below.

Exempt/Salary Employees

Exempt positions will only be full-time positions and must qualify as one of the exemption categories outlined in the Fair Labor Standards Act (FLSA), such as administrative exemption, professional exemption, and executive exemptions. These employees will be paid on an annual salary basis (in accordance with FLSA regulations) and therefore, are ineligible for overtime compensation. Exempt positions may regularly work more than 40 hours a week.

Non-Exempt/Hourly Employees

Non-exempt positions are paid a standard rate for only those hours worked and are eligible for overtime pay. Overtime must be pre-approved in advance of the time worked and will be paid at the rate of time and a half for every hour worked over 40 in any given workweek. Holidays, Vacation days, and sick leave do not count as time worked for computing overtime. There may be full-time non-exempt positions or part-time non-exempt positions.

Full-Time Employee

Regular Full-time employees are those whose regularly scheduled workweek is 30 hours or more per week. Full-Time employees are expected to work 40 hours per week and may be required to work some overtime as requested. They are entitled to all employee benefits after completion of the 90-day introductory period. Some benefits may begin immediately while others may be delayed or prorated.

Part-Time Employee

Regular Part-time employees are those whose regularly scheduled workweek is 20-29 hours, and work every other weekend and Holiday. Part-time employees are entitled to pro-rated PTO benefits after completion of the introductory period.

PRN Employee

PRN employees are those who work on occasion, as needed, and may or may not work a regular business schedule. They are typically scheduled for two (2) eight (8) hour shifts per month, 1 shift must be a weekend day and then 2 major Holidays per year. PRN employees are not entitled to employee benefits.

Baylor Employees

Baylor employees are those who are scheduled and actually work three (3) twelve (12) hour shifts on Friday, Saturday, and Sunday for a total of thirty-six (36) hours. An additional four (4) hours is added to their compensation for working a Baylor. Employees working the Baylor shifts will work the full twelve (12) hour shifts for their respective holidays. An employee who uses PTO time, clocks in late, or leaves early is not eligible for the four (4) additional hours. Baylor employees are eligible for full-time Bethany

benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law. Absences/Tardies could result in removal from the Baylor program.

Performance of Work Tasks

Bethany is regulated by both federal and state laws and regulations, and as such is required to meet certain performance standards; therefore, Bethany must require those same standards of its employees. Those standards can only be met if every employee works to meet them. Failure to meet state and federal standards can have harsh consequences for Residents/Tenants and Bethany.

Tasks necessary for the care of the Residents/Tenants and the efficient operation of Bethany comes before any other consideration. Employees assigned to a specific area for duty must understand that they are subject to work in other areas when circumstances require. Assignment or variation in work schedules and work area is at the sole discretion of the supervisor or department head.

You are expected to be at your assigned location to begin work at the scheduled time and to remain there until your scheduled workday is completed. You may not begin work prior to the time scheduled unless specifically authorized by the department head or Facility Leadership.

Bethany will use a philosophy of progressive discipline, except in cases of willful or flagrant violations of these standards, where an employee may be terminated immediately or at the end of a formal investigation. A Director will normally resort to formal disciplinary measures after informal resolutions have been attempted. Progressive discipline is not required for all offenses. Bethany reserves the right to terminate an employee regardless of progressive disciplinary guidelines or counseling.

In-Service Meetings

In-service training and educational programs are conducted throughout the year. This includes online/computer-based training and internet based educational programs. On-site attendance for in-service meetings is mandatory for designated employees and time will be compensated.

If you are unable to attend one of the training meetings, employees must make a written request to their Administrator or department head for an excused absence.

Unexcused absences for in-service meetings may result in disciplinary action up to and including termination. An absence without prior notification constitutes an unexcused absence.

Facility Property

As an employee of Bethany, you have been entrusted with the supplies and equipment necessary to perform your duties. While your portion may seem small, the total financial investment in such property is significant. Therefore, each employee must exercise economical use of supplies and take good care of equipment. The efficient and economical use of supplies will be evaluated as part of your merit rating which will be used to recommend your wage increase.

Theft and Destruction of Property

Of necessity, Bethany is open 24 hours a day. You, therefore, are urged to be alert to entry of unauthorized persons. If anyone is seen on-site who does not appear to be an employee, or who may be outside his/her regular working area, the person should be offered assistance in directing them to their destination. You shall refrain from abuse, theft, deliberate destruction of or tampering with community

property and equipment as well as the property of fellow employees, Residents/Tenants and visitors. Violations must be reported to the Administrator and Supervisor immediately.

Employee Property

You are expected to safeguard your own personal property while on duty. Bethany will not be responsible for employee property which may be lost or stolen. Articles of value found on the premises will be turned over to the business office and, with proper identification, will be returned to the rightful owner. If you lose anything, report the loss to the business office.

Visitors

Normally, employees may not entertain visitors during working hours. It is your responsibility to inform relatives and friends of this policy. If a visitor must call on you at work, it is important to meet with the visitor briefly during your meal break or rest break.

You are not allowed to return to Bethany after work hours except in the cases of recall, in-services, or visitations of residents. Employees visiting relatives or friends shall follow the rules set forth for visitors.

Volunteers

In some areas, volunteers may be used. When persons are willing to donate their time and talents, all employees are expected to accept them, cooperate with them and assist them in all ways possible.

Personnel Records

It is essential that employee personnel records are current and up to date with personal information. Promptly report any change in name, address, telephone number, marital status, dependents, payroll changes or persons to contact in case of emergency, etc. in writing to the Administrator or Human Resources.

If you wish to review your personnel or medical file, you must give Bethany reasonable notice. Inspection must occur in the presence of a company representative. All requests by an outside party for information contained in your personnel file will be directed to the Human Resources department, which is the only department authorized to give out such information.

Cell Phone Policy & Personal Phone Calls

While at work, you are expected to exercise the same discretion in using personal cell phones as with use with company phones. Excessive personal calls or text messaging during the workday, regardless of the phone used, interferes with and detracts from quality and safe care of our Residents/Tenants. You should limit all personal calls and text messages to meal and/or break times and any such calls/texts must be made/received in the employee break area. You should ensure that your friends and family members are aware of this policy. In the unusual event of an emergency or anticipated emergency that may require immediate attention, you must notify your department head to obtain permission to receive/make personal calls/text messages that would otherwise violate this policy.

To ensure that our Resident’s/Tenant's privacy rights are in no way compromised or violated, you are strictly forbidden from using your cellular telephone (or any other recording device) to take photographs, videos, or otherwise recording Residents/Tenants and Resident/Tenant property while in the workplace.

Employees found to have violated this policy will face disciplinary action up to and including termination.

Technology & Social Media Policy

This policy applies to all employees when they are using computers or Internet connections supplied by Bethany, whether or not you are on or off the clock, and whether or not you posted from the Facility's premises.

Bethany provides computers and Internet connections for business purposes: specifically, care plans, MDS, or service plans, payroll, business correspondence, DCI and Nurse Aide registry background checks. You should use those computers only for Facility business. Bethany has the right, but not the duty, to monitor all communications and downloads that pass through its computers at its sole discretion. Any information retained on the community's computers may be disclosed to outside parties or to law enforcement authorities.

You may not disseminate or knowingly receive harassing, sexually explicit, threatening or illegal information by use of the community computers including offensive jokes or cartoons. You may not use the community computers for personal or commercial advertisements, solicitations or promotions. You are responsible for safeguarding your password for the system. Passwords should not be printed, saved online, or given to others. Users are responsible for all transactions made using their passwords. Bethany is not responsible for the actions of individual users.

E-mail resembles speech in its speed and lack of formality. Unlike speech, e-mail leaves a record that is often retrievable even after the sender and recipient delete it. If you would not want your family to read your message on the front page of the newspaper, do not send it by e-mail.

You may not download or use material from the Internet or elsewhere in violation of software licenses, or the copyright trademark and patent laws. You may not install or use any software especially that is obtained over the Internet without written permission from Bethany, your Supervisor, Administrator or Human Resources. You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or Bethany to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by Bethany must be purchased through Information Systems or the appropriate persons.

If you observe or learn about a violation of this policy, you must report it immediately to your Supervisor, Administrator, or Human Resources.

Failure to comply with the foregoing Technology & Social Media Policy is subject to discipline including loss of access to the community computers, discharge from employment, and possible legal actions for damages or indemnification.

Computer Security

Software programs purchased and provided by Bethany are to be used only for creating, researching, and processing materials for company use. By using company hardware, software, and networking systems, you assume personal responsibility for their use and agree to comply with this policy and other applicable company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of Bethany, or developed by Bethany staff or contract personnel on behalf of Bethany, is and will be deemed company property. It is the policy of Bethany to respect all computer software rights and to adhere to the terms of all software licenses to which Bethany is a party.

You may not duplicate, copy or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by Bethany.

Social Media

Bethany defines social media as online interactions on social networking sites, in comments on Websites and any other public or quasi-public interactions online.

You need to make sure you are fully aware of the risks -- especially those that threaten our and your hard-earned reputation. This is a fast-changing world and you will need to exercise judgment in many areas. When combining personal and professional material, you must rise to Bethany standards in what they post, comment on or otherwise share, making careful use of privacy settings on social media sites.

Use of your facility technology, networks and internet access is a privilege granted by management and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:

- Distributing, or creating disruptive, offensive, harassing, or threatening documents or messages, including offensive comments about race, gender, appearance, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin. Harassment of any kind is prohibited.
- Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate community business.
- Sharing your Logon-ID or passwords.
- Engaging in private or personal business activities including excessive use of social media, video streaming, instant messaging or chat rooms.
- Accessing or attempting to access data for which you are unauthorized either inside or outside the corporation.
- Disparaging, profane or abusive language.
- Downloading or transmitting copyrighted materials without permission from the copyright holder. Even when materials on the network or the Internet are not marked with the copyright symbol, employees should assume all materials are protected under copyright laws unless explicit permission to use the materials is granted.
- The intentional or unintentional revealing of community confidential material to people, both inside and outside the community, who do not have a need to know that information. Confidential Material is information which is not generally available to the public and is available to you only because of your status as an employee, contractor, temporary worker, or other worker at your Facility.
- Processing, distributing, transmitting, storing or displaying electronic material which is obscene, pornographic, profane, sexually explicit, libelous or defamatory.

It is the responsibility of every technology user of Bethany to know these guidelines, and to conduct their activities accordingly. You are encouraged to immediately report abuses to your department head or to Facility Leadership. Employees who abuse or violate these guidelines are subject to disciplinary

action. Some violations may constitute criminal offenses, as outlined in local, state, and federal laws; Bethany will carry out its responsibility to report such violations to the appropriate authorities.

Bethany owns the rights to all data and files in any computer, network or other information system used in the facility and to all data and files sent or received using any company system or using your Bethany access to any Technology network. Users should never consider electronic communication to be either private or secure. Bethany has the right, but not the obligation, to monitor any and all aspects of its technology systems including reviewing e-mail sent and received by users. Users understand that Bethany may use automated software to monitor material created, stored, sent or received on its computer network.

You are responsible for any Bethany equipment you have possession of. You must make every effort to protect laptops, USB drives, etc. from loss or theft. Should loss or theft occur, you should report it to your department head or Bethany Leadership immediately.

Performance Appraisals

All employees shall generally receive an annual performance appraisal completed by their Director which will objectively assess their performance relative to their job description. Newly hired employees will be evaluated at the end of their introductory period and then annually thereafter.

All employees will be given the opportunity to review their appraisal with their Director and are encouraged to write their comments. Employees who disagree with the appraisal are to discuss the areas of disagreement with their Director. Employees must sign and date the appraisal after all comments have been noted. Signing the appraisal is NOT an admission of agreement but acknowledges that the employee and Director have discussed the appraisal.

All employees will have a performance appraisal completed on their anniversary date annually which will be completed by their Director. If your anniversary date falls on the first day of a pay period, you will receive your raise within that pay period. If your anniversary date falls after the first day of the pay period, your raise will be effective the beginning of the first pay period after your anniversary date.

Should the appraisal eliminate the employee from getting a raise, the employee and Director must work out a plan for the employee to improve in the deficient areas. The employee has 30 days to improve in the deficient areas before being appraised again. If, once again, the employee is not meeting the standards of their job description, the Director, employee and Administrator will work out a plan for the employee to improve. The employee will once again have 30 days in which to improve the quality of their work. An appraisal will be performed at the end of the second 30-day period. If the employee successfully passes the appraisal, they will receive a raise relative to that score beginning the start of the next pay period. If the employee does not pass the minimum standard on the appraisal, they will be terminated with loss of all benefits.

Appraisals must also be performed anytime a Director feels performance is below an acceptable level. The process described above will be used to aid the employee in improving.

Wage adjustments, promotions, and department transfers may affect raises during performance appraisals. If the Director is late getting the appraisal performed, the employee's raise will be effective the beginning of the first pay period after the anniversary. If the appraisal is not reviewed in time because the employee has not completed the educational/medical requirements for their position then the raise will become effective the start of the next pay period after completion of the

educational/medical requirements regardless of the anniversary date. All educational requirements must be completed by the end of your anniversary month. All staff meeting videos must be completed within 30 days of the meetings occurrence. Failure to meet either of these deadlines will result in a first written warning. You will be allowed 2 days to complete the work. If at the end of this time period you continue to not be current in your work requirements, you will receive a second written warning with a suspension. If at the end of this time period you continue to not be current in your work, you will be terminated. Please do not ask for an exception, as there will not be any granted.

The only exceptions to this policy will be for persons who are off work due to FMLA or other approved leave.

Progressive Disciplinary Policy

Bethany reserves the right to deliver warnings, place employees on performance improvement plans, and/or terminate employment at any time and in any order. This Progressive Disciplinary Policy is designed to retain employees, while using termination as a last result. Bethany reserves the right to skip any part of the progressive disciplinary process depending on the nature of the offense.

Coaching

Is a verbal re-education on policies procedures, or expectations, which should be given as soon as a manager notices an issue with your job performance or behavior. Although coaching's are verbal reprimands, written documentation should be kept in your personnel file.*

Verbal Warnings

Verbal warnings may be delivered at any time and should be recorded. The verbal warning will be documented and you will be presented a copy to read and sign indicating receipt of the documentation. The documentation will be placed in your personnel file.* This would be for minor infractions.

Failure to adhere to a verbal warning may lead to further disciplinary action, up to and including termination.

Written Warnings

Written warnings are to be given according to the seriousness of the infraction, or when one or more verbal warnings are being ignored. Written warnings will either be delivered via email or in person, or both.

The written warning will be documented and you will be presented a copy to read and sign indicating receipt of the documentation. The documentation will be placed in your personnel file.*

Failure to adhere to a written warning may lead to further disciplinary action, up to and including termination.

Performance Improvement Plans or Probation

If you have committed a single severe infraction, or several small infractions, you may be placed on probation for either 30, 60, or 90 days in an effort to directly address an issue, give you time to correct the issue, and ultimately retain you. Failure to correct the action within the specified amount of time, may lead to further disciplinary action, up to and including termination.

Suspension

Suspension, with or without pay, may be used while executing an ongoing investigation or for corrective action purposes or for severe disciplinary action.

The suspension will be documented and you will be presented a copy to read and sign indicating receipt of the documentation. The documentation will be placed in your personnel file.*

Failure to correct the action while suspended, may lead to further disciplinary action, up to and including termination.

Termination

Termination may be used as a last result of a corrective action plan not being effective with you or if the infraction was so severe, all other forms of discipline are deemed to be ineffective by the leadership team.

Examples of Misconduct

Minor - (breaches of the rules or required standards, but not of a nature serious enough to warrant dismissal or more formal action initially)

- Poor timekeeping
- Personal use of telephones
- Regular or unauthorized absences
- Poor performance

Serious - (breaches of the rules or required standards of a nature serious enough to warrant dismissal in some instances)

- Insubordination
- Continues poor performance after appropriate support & training
- Incapability to perform work due to drugs or alcohol
- Serious misuse of computers or other equipment
- Repeated incidents of minor misconduct

Gross - (breaches of the rules or required standards of a nature serious enough to warrant dismissal in all instances)

- Serious insubordination
- Theft or Fraud
- Violence or bullying
- Serious breach of confidence
- Serious neglect of health & safety procedures

*Failure or refusal to sign documentation regarding the disciplinary step taken does not negate the disciplinary action. Failure/refusal to sign will be notated on the documentation, which will be placed in your personnel file.

Dependent Adult Abuse

Fraud and Abuse – False Claims Act

Bethany is committed to its role in preventing health care fraud and abuse and complying with applicable state and federal law related to health care fraud and abuse. The Deficit Reduction Act of 2005 requires information about both the federal False Claims Act and other laws, including State laws, dealing with fraud, waste, and abuse and whistleblower protections for reporting those issues. To

ensure compliance with such laws, Bethany has policies and procedures in place to detect and prevent fraud, waste, and abuse, and also supports the efforts of Federal and State authorities in identifying incidents of fraud and abuse. This policy sets forth information concerning Bethany's existing policies and procedures, including avenues for reporting concerns internally, and an overview of the Federal Civil False Claims and Program Fraud Civil Remedies Acts and applicable laws of the State of Iowa.

Bethany takes health care fraud and abuse very seriously. It is our policy to provide information to all employees, contractors and agents about the Federal and State false claims acts, remedies available under these provisions and how employees and others can use them, and about whistleblower protections available to anyone who claims a violation of the Federal or State false claims acts. We also advise our employees, contractors and agents of the steps Bethany has in place to detect health care fraud and abuse. Bethany has incorporated the following State and Federal Laws concerning false claims within this handbook:

FEDERAL AND STATE FALSE CLAIMS LAWS

The Role of Federal and State Laws in Preventing Fraud, Waste, and Abuse: The Centers for Medicare & Medicaid Services (CMS) defines "fraud" as the intentional deception or misrepresentation that an individual knows to be false (or does not believe to be true) and makes, knowing that the deception could result in an unauthorized benefit to himself or another person. CMS defines "abuse" as incidents or practices of providers that are inconsistent with sound medical practice and may result in unnecessary costs, improper payment, or the payment for services that either fail to meet professionally recognized standards of care or are medically unnecessary.

The Federal Government and the State of Iowa have enacted criminal and civil laws pertaining to the submission of false or fraudulent claims for payment or approval to the Federal and State governments and to private payers. These false claims laws, which provide for criminal, civil, and administrative penalties, provide governmental authorities with broad authority to investigate and prosecute potentially fraudulent activities, and also provide anti-retaliation provisions for individuals who make good faith reports of waste, fraud, and abuse.

The Federal Civil False Claims and Program Fraud Civil Remedies Acts, applicable State laws, and anti-retaliation provisions are summarized in the following sections.

FEDERAL CIVIL FALSE CLAIMS ACT

The Civil False Claims Act (31 U.S.C. §3729 et seq.) is a statute that imposes civil liability on any person who:

- knowingly presents, or causes to be presented, a false or fraudulent claim, record or statement for payment or approval;
- conspires to defraud the government by getting a false or fraudulent claim allowed or paid;
- uses a false record or statement to avoid or decrease an obligation to pay the Government; and,
- other fraudulent acts enumerated in the statute.

The term "knowingly" as defined in the Civil False Claims Act ("FCA") includes a person who has actual knowledge of the information, acts in deliberate ignorance of the truth or falsity of the information, or acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.

The term "claim" includes any request or demand for money or property if the United States Government provides any portion of the money requested or demanded.

Potential civil liability under the FCA currently includes penalties of between five thousand five hundred ($5,500) and eleven thousand per claim ($11,000), treble damages, and the costs of any civil action brought to recovery such penalties or damages.

The Attorney General of the United States is required to diligently investigate violations of the FCA and may bring a civil action against a person. Before filing suit, the Attorney General may issue an investigative demand requiring production of documents and written answers and oral testimony.

The FCA also provides for Actions by Private Persons (qui tam lawsuits) who can bring a civil action in the name of the government for a violation of the Act. Generally, the action may not be brought more than six years after the violation, but in no event more than ten. When the action is filed it remains under seal for at least sixty days. The United States Government may choose to intervene in the lawsuit and assume primary responsibility for prosecuting, dismissing or settling the action. If the Government chooses not to intervene, the private party who initiated the lawsuit has the right to conduct the action.

In the event the government proceeds with the lawsuit, the qui tam plaintiff may receive fifteen to twenty-five per cent of the proceeds of the action or settlement. If the qui tam plaintiff proceeds with the action without the government, the plaintiff may receive twenty-five to thirty per cent of the recovery. In either case, the plaintiff may also receive an amount for reasonable expenses plus reasonable attorneys' fees and costs.

If the civil action is frivolous, clearly vexatious, or brought primarily for harassment, the plaintiff may have to pay the defendant its fees and costs. If the plaintiff planned or initiated the violation, the share of proceeds may be reduced and, if found guilty of a crime associated with the violation, no share will be awarded the plaintiff.

Whistleblower Protection

The Civil False Claims Act also provides for protection for employees from retaliation. An employee who is discharged, demoted, suspended, threatened, harassed, or discriminated against in terms and conditions of employment because of lawful acts conducted in furtherance of an action under the FCA may bring an action in Federal District Court seeking reinstatement, two times the amount of back pay plus interest, and other enumerated costs, damages, and fees.

FEDERAL PROGRAM FRAUD CIVIL REMEDIES ACT OF 1986

The Program Fraud Civil Remedies Act of 1986 ("Administrative Remedies for False Claims and Statements" at 38 U.S.C. §3801 et seq.) is a statute that establishes an administrative remedy against any person who presents or causes to be presented a claim or written statement that the person knows or has reason to know is false, fictitious, or fraudulent due to an assertion or omission to certain federal agencies (including the Department of Health and Human Services).

The term "knows or has reason to know" is defined in the Act as a person who has actual knowledge of the information, acts in deliberate ignorance of the truth or falsity of the information, or acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.

The term "claim" includes any request or demand for property or money, e.g., grants, loans, insurance or benefits, when the United States Government provides or will reimburse any portion of the money.

The authority, i.e., federal department, may investigate and with the Attorney General's approval commence proceedings if the claim is less than one hundred and fifty thousand dollars. A hearing must begin within six years from the submission of the claim. The Act allows for civil monetary sanctions to be imposed in administrative hearings, including penalties of five thousand five hundred dollars per claim and an assessment, in lieu of damages, of not more than twice the amount of the original claim.

This Section Will Include Medicaid and State FALSE CLAIMS AND WHISTLEBLOWER PROVISIONS after they have been approved and implemented in Iowa Law and/or the State Medicaid Plan

Examples of a possible false claim:

1. Making false statements regarding a claim for payment;
2. Falsifying information in the medical record;
3. Double-billing for items or services; and,
4. Billing for services or items not performed or never furnished.

What should be done if a possible false claim has been made:

1. If an employee discovers an event that is similar to one of the examples of a false claim above, an employee is encouraged to:
    a. Report to Administrator or client compliance officer for further investigation. If the employee is not comfortable doing this;
    b. The employee should contact his/her immediate supervisor at; and/or,
    c. The employee should contact the Facility compliance officer.
2. An employee is not required to report a possible FCA violation to the client first. A report may be made directly to the Department of Justice or appropriate State or Local Agency. However, in many instances Bethany and our clients believe that the use of its internal reporting process is a better option because it allows Bethany and our clients to quickly address potential issues. Bethany encourages employees to consider first reporting suspected false claims to the Administrator or Human Resources but the choice is up to the employee.
3. Bethany will not retaliate against any employee for informing the client, the Company or the Federal or State government of a possible FCA violation.

An employee with any questions or concerns regarding this policy should contact Facility Leadership.

3.0 Compensation & Payroll

Time Clocks

Each non-exempt employee is responsible for clocking their own time. Bethany will pay wages only for authorized time. No employee is authorized to clock in more than five (5) minutes before the employee's shift begins or more than five (5) minutes after the employees shift ends, unless you have prior approval from the Administrator.

An employee clocking in or out for another employee will be subject to termination. All time clocked will be reviewed and approved by the department head and Facility Leader before you will be paid.

All employees are required to clock in and out whenever leaving the premises on personal or Bethany business. Non-Exempt employees must clock out for scheduled lunch breaks.

You are required to notify Bethany of any pay discrepancies, unrecorded or misreported work hours, or any involuntary missed meal or break periods. You will need to contact your immediate supervisor or fill out the time exception sheet for changes that need to be made on your timesheet.

Meal and Rest Periods

Meal breaks are available to you. You will be asked to follow procedures to ensure you receive a meal break. Due to the nature and mission of Bethany, you may be asked to leave your meal to help on the floor. If this occurs, you will be given additional time to finish your meal. If you are unable to break for a meal, you must fill out the Exception Sheet.

A lunch period is thirty (30) minutes in length; a break is fifteen (15) minutes in length. You will be given rest periods and lunch periods based on the following:

- Any employee working four (4) hours or less may receive one (1) fifteen (15) minute break **only** and no lunch period.
- Employees working six (6) hours are required to take a thirty (30) minute lunch period and may receive one (1) fifteen (15) minute break.
- Employees working eight (8) hours are required to take a thirty (30) minute lunch period and may receive two (2) fifteen (15) minute breaks.
- Employees working twelve (12) hours or more are required to take a thirty (30) minute lunch period and may receive three (3) fifteen (15) minute breaks.

If during your break, assistance is needed, you will be expected to provide assistance and an attempt will be made to give you another break/period. You may not combine breaks or break and lunches. Breaks and/or lunch periods may not be taken at the end or beginning of a shift. You must inform your supervisor when you are going to lunch or on a break and advise your supervisor who is covering for you.

Lunch periods are unpaid time.

Overtime Policy

Bethany is subject to the Fair Labor Standards Act (FLSA) requirement that hourly, non-exempt employees are compensated for all hours worked. It is Bethany's policy that hourly, non-exempt employees will receive one and one-half (1.5x) times their average base rate(s) of pay for all hours worked over forty (40) hours per work week. Salaried employees exempt from overtime rules under the Fair Labor Standards Act are not eligible for overtime pay.

Pay Periods

You are paid bi-weekly, every other Wednesday. Payroll is processed the week following the end of the two-week pay period with paychecks issued Wednesday the week following.

Direct Deposit

Direct deposit offers the convenience and safety of having your funds deposited electronically into your designated bank/savings accounts. Funds are available to the employee on the pay date. Paystubs will be available online.

Applications for direct deposit are available upon request. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

It is your responsibility to check your paystub and W-2 forms to ensure correct deductions are being taken.

Payroll Deductions

Social Security, Federal, and State withholding taxes are deducted from your payroll check according to law. Bethany will pay an equal amount on your behalf to the Employer's Social Security Account with the U.S. Government.

Wage Garnishments

Bethany is required to satisfy all garnishment notices when delivered. Garnishments will continue until Bethany has received the appropriate notification from the issuing entity that the garnishment obligation has been satisfied or discontinued. Bethany will conform to applicable federal and/or state laws and regulations relating to garnishments.

Wage Increases

Pay increases, including Cost of Living Adjustments (COLA raises), are not automatic, annual events. When granted a pay increase, the amount will be based on your job duties and performance.

Expense Reimbursements

Expense and mileage reimbursements must be documented on an Expense Reimbursement form as to the nature of the item and the expense. The receipts **must** be attached to the form, which can be obtained from the Finance Office. You will be reimbursed for expenses within fifteen (15) days of the Finance Office receiving the form and receipt(s). Only items pre-approved by the Administrator will be reimbursed.

4.0 Employee Benefits

Benefit Plan

Full-time employees who work or are expected to work at least thirty (30) hours a week and have completed one (1) month of employment with Bethany are eligible to participate in Bethany's Benefit Plan(s) the first of the following month.

When you become eligible for the Benefit Plan, you may enroll in the insurance plans within thirty (30) days of your eligibility date. If the decision is made to participate in the plan later, you will only be

permitted to do so if you meet one or more of the following requirements and do so within thirty (30) days of one of these events:

- Meet the new hire eligibility waiting period of the first of the month following one (1) month from date of hire or such time you increase to a Full-time status;
- At Open Enrollment which occurs the month prior to plan anniversary; or
- During Special Enrollment/Life Event such as marriage, divorce, legal separation, birth or adoption of a child, change in child's dependent status, death of spouse, child or other qualified dependent, change in residence due to an employee employment transfer or loss of coverage.

If working less than 30 hours per week becomes permanent, you will no longer be eligible for the Benefit Plans and coverage will terminate on the last day of the month in which you are moved to a Part-Time status.

Please reference your Benefit Portal for information specific to the plans offered. The site can be reached at https://myfacilitybenefits.com and the login is **bethany**.

Retirement 401k Plan

Enrollment for the Retirement 401k Plan is accomplished by going to the Retirement 401k Plan website, registering an account, and following the prompts to select and sign up for pre-tax contributions into the account established.

All regular Full-Time employees who have completed at least 60 days of employment at Bethany are eligible to participate in the 401k plan. Benefits begin the first of the month following the 60- day introductory period. Bethany may provide matching funds for each dollar you contribute up to a maximum company contribution. Bethany will match 50% of up to a 6% contribution. This means Bethany's maximum contribution is 3%.

Continuation of Health Insurance (COBRA)

Should employment terminate with Bethany, you may be eligible for continuation of health insurance coverage when certain events occur. Also, a spouse and/or dependent child(ren) insured in the group health plan may be eligible for continuation coverage when certain events occur.

Complete information about the circumstances under which you, a spouse and/or dependent child(ren) may become eligible for continuation coverage will be provided to you at the time they become covered in the group health plan.

Paid Time Off Benefits

PTO

Bethany has established a PTO program that combines vacation and sick into a single accrued benefit. You shall accrue prorated PTO based on the amount of hours worked. To accrue PTO, you must work a minimum of 20 hours per pay period. PTO hours are not included as time worked for purposes of calculating overtime. PTO shall be accrued based on all hours worked.

PTO Accumulation

Effective February 1, 2025, employees will only be able to accumulate up to 240 hours of PTO. No PTO will be earned unless the amount accumulated falls below 240 hours and then only up to the 240 hours will be permitted. PTO will otherwise be earned according to the table below.

Years Complete	PTO Earned for Each Hour Worked	Maximum Days Accrued per Year
Hire Date to 1 Year	.0652	16.96 Days
1 – 3 Years	.0730	18.98 Days
3 – 7 Years	.0809	21 Days
7+ Years	.1000	26 Days
10 Years	-	Additional 8 hours given
15 Years	-	Additional 8 hours given

- PTO must be taken in 1-hour increments.
- PTO can be used for vacation after 30 days of continuous employment and requests must be submitted in writing by the 10th of the month for the following month up to 1 year in advance.
- A maximum of 240 hours of PTO may be accumulated.
- You must use PTO before taking unpaid time off.
- You will not be allowed to go into a negative PTO balance. If time off is needed, and there is no PTO balance available to you, the time will be unpaid. Excessive requests for unpaid time off may result in disciplinary action, up to and including termination. For further details on unpaid time off, please see below.

Staff working every other weekend are allowed 1 weekend off a year which Bethany will find your replacement. Any other weekend leave request, you are required to find your own replacement, not involving overtime and it must be approved by the Department Director. Weekend Baylors are an exception to this rule. Baylors may be asked to pick a different time if the request is unable to be approved.

Time off requests must be submitted in writing as far in advance as possible but no later than the 10th of the month prior to your requested time off. Requests are to be submitted to and approved by your supervisor. Our goal will be to schedule vacation in accordance with the request, however, time off requests are not guaranteed and are subject to scheduling needs.

If you resign, and have a PTO balance available in your bank, and give a notice of two or more weeks' (for non-exempt) or 30 days notice (for exempt) as required per policy, you will be paid available unused PTO. To get paid this balance you must also work your notice period. You will not be allowed to take vacation time during your resignation notice.

If you quit without providing the required notice or terminate for any other reason except retirement, you will forfeit any accrued paid time off benefits.

You will not be paid more PTO time than you would work on average in a normal week.

How to Submit PTO Time

In order to use PTO, you must meet the following requirements:

1. Your supervisor must be notified as soon as possible before the scheduled start of work.
2. A physicians certificate is required for three (3) or more scheduled work days of illness or at the request of the Administrator. Employees that have been absent from work for three (3) or more days due to illness may also be required to provide a physician's written release to return to work.
3. Any employee abusing the PTO policy will be subject to disciplinary action which may include termination.
4. The use of PTO in this matter, other than FMLA, does not excuse the employee from possible consequences and the employee may be subject to discipline in accordance with the applicable attendance and/or discipline policies.
5. Employees may not be able to return to work if there are restrictions put in place by their physician.

Personal Leave

Employees may request up to two (2) weeks of unpaid personal time off, in a 12 month period, to be used when they do not have PTO/Sick time nor do they qualify for FMLA. Requests must be submitted through their Human Resources for approval. This time must be taken in one (1) week intervals.

Unpaid Personal Leave of Absence

An unpaid personal leave of absence may be granted upon request to regular full- and part-time employees for important pressing personal needs, at the discretion of Human Resources and the Administrator.

- Individuals employed by Bethany for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence.
- Unpaid personal leave may run concurrently with any available PTO balance. After the PTO balance is utilized, the remained of the time will be unpaid.
- Bethany will attempt to hold your position open for the period of unpaid personal leave, if such leave is two (2) weeks or less. If leave is greater than two (2) weeks, you, if qualified, will be entitled to the first reemployment opportunity available over the next six months.
- Your health benefits will be continued in the same manner as received prior to the leave, if the leave is for two (2) weeks or less, and you will be expected to remit payment for your portion of the insurance premium(s) prior to departing for unpaid personal leave, and in an amount equivalent to the expected period of absence. If you request leave which will extend beyond the two (2) week period, you will be advised of COBRA continuation rights.
- Unpaid personal leaves are limited to one every 12 months.
- Accepting employment elsewhere is not a qualified reason for unpaid leave under this policy and may result in termination of employment at Bethany.

Procedure for applying for unpaid personal leave

Requests for unpaid personal leave must be made in writing to your Human Resources and should indicate the reason and the length of leave requested.

Human Resources shall review and act upon a request for unpaid personal leave in consideration of the following factors:

- The purpose for which the leave is requested.

- The length of time you will be away.
- The effect the leave will have on the ability of the department to carry out its responsibilities.
- The quality of your performance prior to the submission of the request.

All unpaid personal leaves must be approved by the department manager.

Procedure for returning from unpaid personal leave

If you have been granted an unpaid personal leave of absence, you shall give your department manager and Human Resources reasonable notification of your intent to return to work at least two weeks prior to the return date.

Upon receiving notification of your availability, your supervisor or department head will arrange to have you reinstated to your previous position, if available. If the previous position is no longer available, you may be considered for other open positions which you are qualified for as they become available.

If no position exists, you will remain on unpaid leave status until a suitable opening develops. If such an opening does not occur within a 60-day period, any obligation to reinstate you is discontinued and your leave status is changed to a voluntary termination. Future reemployment would be as a rehire with only legally required reinstatement of applicable benefits.

Bereavement Period

Bethany understands a work/life balance is important and wants to encourage employees to take time off for family matters such as a death in the family. An employee who wishes to take time off due to the death of an immediate family member should notify their supervisor immediately.

You will be given three (3) days of paid Bereavement leave for immediate family members. If additional time is needed to grieve the loss of a family member or loved one, PTO may be requested.

Family Category	Definition	Bereavement Leave
Immediate Family	Spouse, Child, Father, Mother, Sibling, or any Step or In-Law Equivalent	Up to 3 Days

Eligibility for Paid Holidays

Facility hourly staff, including part-time and per diem employees (excluding supervisory and management roles), must work the holiday and will be paid at two times their regular rate of pay for the hours worked. In order to receive holiday pay the following conditions must be met:

- Work a full shift on the employee's last scheduled work shift prior to the paid holiday.
- Work a full shift on the employee's first scheduled work shift following the holiday.

Should the employee be unable to work either of these two days because of illness, proof of illness will be required to qualify for the paid holiday.

Employees will not be entitled to holiday pay in the following circumstance:

- The employee is on an unpaid leave of absence when the holiday occurs.

For Business office staff and Salaried/Exempt staff (including supervisory and management roles), will receive a day off with pay on the day the company observes the holiday. If, in the event, business office staff including supervisory and management roles, have a need to work on the observed holiday, they may defer the holiday to be used within the pay period. If a company holiday occurs on an eligible employee's vacation day, it will be counted as a holiday instead of a vacation day. Should a company-recognized paid holiday fall on a Saturday, the holiday will usually be observed on the preceding Friday. If the holiday falls on a Sunday, the following Monday will usually be observed as the holiday. In order to receive Holiday Pay the following conditions must be met:

- Work a full shift on the employee's last scheduled work shift prior to the paid holiday.
- Work a full shift on the employee's first scheduled work shift following the holiday.

Holiday pay is not to be considered hours worked in the computation of overtime.

The following are recognized Holidays:

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

Maternity Leave

You must apply for your maternity leave at the time that your pregnancy first becomes known to you, but this does not mean that your leave must start then. You may continue to work until a physician makes a decision that you should not continue working. We require a written statement from your physician giving both your expected delivery date and the approximate length of time that your physician believes that you can safely continue to work. We realize, of course, that these dates may be adjusted from time to time based upon your health at the time of each of your periodic checkups.

Bethany complies with the state law, which requires that employers with four or more employees must offer a maximum of 8 weeks unpaid leave for pregnancy or pregnancy related conditions. Bethany requires employees to take their accrued PTO concurrently with the 8 weeks leave allotment, or to take the leave unpaid. Prior to returning to work, a full release from your physician must be provided to Bethany. You will retain your seniority and benefits status during a maternity leave. Bethany will make every effort to assign you to your previous position, if it is still available. In the event your position was filled, you will be assigned to a job with comparable pay and duties.

Jury Duty

If you receive a summons to report for jury service, you must notify your supervisor immediately. If your work assignment is essential to the operations of Bethany, we may ask the court to excuse you from jury service. Bethany complies with applicable law with respect to jury duty service.

If you are excused from jury duty during any part of the normal workday, you should report to work and check in with your supervisor to complete your shift. If you fail to meet these stipulations, you will forfeit jury duty pay.

Military Leave

If you are required to attend Reserve or National Guard training, or otherwise required to serve in the U.S. Military Service, you will be granted a leave of absence to the extent required by applicable State and Federal laws. Military leave will be unpaid unless otherwise required by law. You are required to provide Bethany a copy of the governmental notice setting forth the date and time for training or the requirement that you report for active duty.

Once returning from leave, you will be re-instated to your former pay status and benefits as if you had not been on leave. Any across the board increases or bonuses occurring during the leave will be given to you. Seniority status will be calculated as if you had not been on leave.

Return to work must occur within a reasonable amount of time as defined by federal & state laws. You must reapply for your job when you want to return to work for us if you have been absent because of military service for longer than 31 days.

When you serve on active duty with the armed forces of the United States or a state National Guard unit, whether voluntarily or otherwise, you are eligible for a military leave. You must apply for a military leave of absence when you enlist or are called to serve on active duty if you want to retain your rights to your job.

Family Medical Leave Act (FMLA)

Bethany complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

The purpose of this policy is to provide you with a general description of your FMLA rights. In the event of any conflict between this policy and the applicable law, you will be afforded all rights required by law. If you have any questions, concerns or disputes with this policy, please contact Facility Leadership.

Eligibility

To be eligible for leave under this policy, you must meet all of the following requirements:

- Have worked at least twelve (12) months at Bethany;
- Have worked at least 1,250 hours for Bethany over the twelve (12) months preceding the date the leave would commence.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

Reasons for Leave

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active-duty status.
- To care for a covered service member with a serious injury or illness.

Amount of Leave

An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. Bethany will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time you take leave, Bethany will compute the amount of leave you have taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount you are entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, Bethany will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for Bethany may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

Intermittent Leave or a Reduced Work Schedule

You may take FMLA leave in one consecutive block of time, or you may use the leave intermittently (take time off periodically when needed over the year) or, under certain circumstances, you may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

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

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

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the company's operations.

Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the Administrator/Executive Director or HR manager.

When the need for the leave is foreseeable, you must provide Bethany with at least 30 days' notice. When you become aware of a need for FMLA leave fewer than 30 days in advance, you must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, you must comply with Bethany’s usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after you have provided this notice, the HR Director will complete and provide you with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

Designation of FMLA Leave

Within five business days after you have submitted the required certification or other documentation, the HR manager will complete and provide you with a written response to your request for FMLA leave using the FMLA Designation Notice.

Employee Status and Benefits During Leave

Bethany will continue your health benefits during the leave period at the same level and under the same conditions as if you were continuously at work.

While on paid leave, Bethany will continue to make payroll deductions to collect your share of insurance premiums. While on unpaid leave, you must continue to make this payment, either in person or by mail.

The payment must be received in the accounting department by the 1st day of each month. If the payment is more than 30 days late, your health care coverage may be dropped for the duration of the leave. Bethany will provide 15 days' notification prior to your loss of coverage.

If you choose not to return to work for reasons other than a continued serious health condition of your own or your family member or a circumstance beyond your control, Bethany will require you to reimburse Bethany the amount it paid for your health insurance premium during the leave period.

If you contribute to a life insurance or disability plan, Bethany will continue making payroll deductions while you are on paid leave. While you are on unpaid leave, you may request continuation of such benefits and pay your portion of the premiums, or Bethany may elect to maintain such benefits during the leave and pay your share of the premium payments. If you do not continue these payments, Bethany will discontinue coverage during the leave. If Bethany maintains coverage, Bethany may recover the costs incurred for paying your share of any premiums, whether or not you return to work.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in Bethany’s response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. Bethany may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, when an employee takes six weeks of pregnancy disability leave,

the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee will then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

Intent to Return to Work from FMLA Leave

Bethany may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work on a basis that does not discriminate against employees on FMLA leave.

Definitions

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

Spouse means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

Child means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."

Qualifying exigency includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Covered active duty for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, this means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The next of kin of a covered service member is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

Covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

Serious injury or illness is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

5.0 Safety & Emergencies

On-the-job Injury

Bethany cares about your safety; however, you have a personal stake and responsibility to safeguard yourself from injury and company property from damage by fire or accident. It is important that you familiarize yourself with the safety rules of your job in order to be proactive in preventing accidental injury to yourself or the Residents/Tenants.

All work-related accidents or injuries must be reported immediately. It is important to remember that even small injuries may require attention to assess the injury and/or to prevent it from worsening. When notifying your facility of the accident or injury, you will be asked to complete the Employee's Report of Injury Form. This form will assist Bethany in conducting an investigation, even though the injury may not be serious enough to require hospital treatment or cause loss of time from work.

As soon as the injury is reported, call the appropriate authorities as necessary. During this time, Bethany reserves the right to request the injured employee submit to a drug screen immediately following the accident or injury. A Work Ability and Return-to-Work form must be provided to the attending physician to outline potential restrictions, follow up appointments, or release dates. You are also obligated to inform the physician that your facility will accommodate modified job duties in order to get you back to work as quickly as possible.

All forms (Employee's Report of Injury Form, Work Ability and Return-to-Work form, drug screen results, and any other information provided by the physician) must be returned to your facility immediately following release from the hospital. In order for you to return to work, Bethany must receive a written release from your physician outlining your restrictions or that you are able to return to work without restrictions.

Worker's Compensation Insurance

Bethany pays the entire cost of this insurance and every employee is protected while at work. Your benefits include payment of your job-related medical expenses and income protection if you are disabled and cannot work.

You are obligated to do the following in the event of a work-related injury. Failure to do so could compromise your eligibility for Worker's Compensation benefits.

- Respond quickly to the Worker's Compensation claims representative's calls or requests for information. Let your representative know if your medical condition changes.
- Stay in touch with us! We want to make sure everything is going well.

- Make sure your doctor knows Bethany provides light-duty/modified job duties for injured workers.
- Return all forms from your physician to your employer.
- Follow your doctor's restriction both at work and at home.
- Schedule and attend follow up appointments recommended by your physician.
- Your ability to return to work depends on a written release from your doctor that either outlines your restrictions or your ability to return without restrictions.

Emergency and Disaster Preparedness

Bethany Emergency and Disaster Preparedness Plan is in place for the unlikely occurrence of a catastrophic event. This information should be reviewed regularly and is located in the main business office at your facility.

Health Emergencies

The health, safety and welfare of each member of our team, patients and family members and our community is a high priority for the Bethany. As such, we will closely monitor public health outbreaks and will respond accordingly, as quickly as possible.

In these situations, the circumstances are often evolving and dynamic, so our response to it will continue to change. As such, we expect you to adhere to the safety policies at all times, maintain a clean work environment for the safety of yourself and others, and wear the appropriate PPE when required.

In these situations, the circumstances surrounding travel both domestically and internationally will also evolve. Bethany will comply with state and federal recommended guidelines when it comes to domestic and international travel. The guidelines will be communicated to all staff, and you are expected to ask questions for clarification if any of the guidelines are unclear at the time of their expected travel.

6.0 Separation of Employment

Separation

All employment and compensation with Bethany is "at will." You can be terminated with or without cause, and with or without notice, at any time, at the option of either Bethany or you, except as otherwise provided by law.

Resignation

If you should decide that it has become necessary to quit your job, we request that you give us a full two (2) weeks' notice (30 days notice for professional staff) and that you present your resignation in writing to your supervisor. We want to avoid any misunderstanding over your decision to quit or the last day that you propose to be available for work.

Final Paycheck

Your final paycheck will be issued following the last day of work, in line with Bethany's normal pay periods.

We reserve the right to replace you in your job anytime during your notice period. In the event that we elect to replace you during your notice period, you will be paid through the end of employment.

Any unpaid benefit premiums and/or miscellaneous company debts will be deducted from your final paycheck.

Exit Interview

You may be asked to participate in an exit interview either during your last few days on the job or later by mail. The purpose of this exit interview is to permit you to share with us your thoughts on your employment here and any other comments that you might wish to make. All information will be kept strictly confidential and will in no way affect any reference information that the management will provide another employer about you.

COBRA

If you were enrolled in Bethany's health insurance plan at the time of separation, continuation of coverage is available at full cost to you. COBRA information will be provided by mail. Election of COBRA will allow you and/or your covered dependents to continue your/their health insurance through the same plan for up to 18 months following the end of employment at full cost.

PTO Payout

Remaining PTO will be paid out based on the current balance. If you resign during the Introductory Period, PTO will not have been accrued and is therefore not eligible for payout. Exiting employees are not entitled to any "severance pay" even if no notice is given upon termination.

Eligibility Requirements:

- Must resign with a full two (2) weeks notice, in writing, (30 days for Professional Staff)
    - If you have a PTO balance at the time of resignation and you resign with a full two (2) weeks notice, (30 days for Professional Staff) you are eligible for PTO payout.
    - If an employee resigns without providing two (2) weeks notice, (30 days for Professional Staff) you will forfeit paid PTO benefits.
- Return all company property to Bethany,
- Must not take PTO during resignation period,
- Must not have called in during resignation period,
- Must have not been involuntarily terminated for any reason, and
- Must have not been on a performance plan or probation.

Benefits of Eligibility:

- The availability to be reconsidered for actual employment in the future,
- To be paid out your PTO balance, up to 240 hours if the balance is available in your bank.

Company Property Deduction

Should you intentionally damage and/or fail to return Bethany property at the time of a resignation or dismissal, or when requested, the cost of the property will be deducted from your final paycheck. Additionally, if you do not return the keys to the facility, you may be charged a reasonable fee for the locks to be changed. If your final paycheck is not enough to cover the cost of the items, Bethany could take legal action to recover outstanding costs.

Employee Handbook Acknowledgment Form

Receipt and Disclaimer

I have received a copy of the Employee Handbook and have read it or have had it read to me carefully. I understand all of its rules, policies, terms, and conditions and agree to abide by them. I further understand that failure to do so may result in disciplinary action up to and including termination.

I understand and agree that my employment is "at-will," so that both the Facility and I remain free to choose to end the work relationship with or without cause and with or without notice. Similarly, no Facility employee has the authority to enter into an oral employment contract.

I understand that nothing in this handbook in any way creates an express or implied contract of employment between the Facility and myself, but rather, is intended to provide policies toward a better working atmosphere while the employer/employee relationship exists. I understand that this handbook serves as a guide to the current policies of the Facility and that certain items contained in this handbook are subject to change with or without notice.

Employee Signature_____Date_____