



**Chesterwood Campus
Doverwood
Birchwood**

Team Member Handbook

WELCOME

Welcome to our team. We are pleased that you have made the decision to join our staff. Our facilities have earned an outstanding reputation in the healthcare community as a group of service-oriented, knowledgeable healthcare professionals. You were selected to join us because we believe that you have the potential and desire to meet these high standards. You have the opportunity to make a difference in the lives of many people. We know you will share with all of us the pride and satisfaction that is part of being a member of the team.

MISSION STATEMENT

Our mission is to provide high-quality holistic care and support services in a warm, compassionate environment, while encouraging independence for each resident. Our philosophy is that each person is a unique human being with value and a life story.

HISTORY

In 1962, the Dixon family started caring for people as if they were part of their own family. Over 60 years, the family and team members developed three beautiful and modern facilities conveniently located in Butler County, Ohio. In 2022, as less Dixon family members participated in the business, the remaining family decided to turn over the operations to another top-tier regional operator, Carespring Health Care Management.

Similarly to the Dixon Family story, Carespring began with a single facility. In 1986 Founder Barry N. Bortz, opened Eastgatespring in Clermont County. Barry had a vision to meet the needs of multiple communities in the greater Cincinnati, northern Kentucky and Dayton, Ohio Regions. His vision so inspired Carespring's development, leading Carespring to be the area's largest regional provider of nursing care services. His commitment to maintaining the reputation for quality health care; implementing innovative health care practices; paying attention to detail; and creating leaders who are personally involved with each and every facility we operate, made Carespring what it is today.

We want to remind you once again that first, last and always, the objective of this facility is to provide the finest available treatment and care for our residents. Our residents are our business and not an interruption. Your courtesy, tact, and sympathy are of prime importance in our achieving this goal. If throughout the day, you approach residents, families, and other team members with cheerfulness, kindness, and consideration, we will be doubly assured of continued success.

We hope that you enjoy working for your facility and contributing to our future success.

ORGANIZATIONAL STRUCTURE

You should familiarize yourself with the organizational structure at the facility. Specific information about your immediate supervisor and your facility team will be provided to you during your orientation.

POLICY ON UNIONS

Our team members and our communities have a history of being union free. We always strive to treat our employees fairly and with respect. We offer competitive wages and benefits because we want to attract quality team members who are committed to providing exceptional service to our residents. We resolve to do so because it is the right thing to do.

Our strong preference is to continue dealing directly with our employees, without having a third party present in the facility inserting itself into the employment relationship. If you have concerns during your employment, we hope that you will bring them to us so that we can address them together. We believe that we can best serve our residents and get the most out of our mutual employment relationship without a union's involvement.

ABOUT THIS HANDBOOK

As a new employee, we ask that you review this Team Member Handbook carefully to familiarize yourself with some of facility policies and procedures. This Handbook supersedes all prior Handbook editions and employment manuals.

There are several important things to keep in mind about this Handbook. First and foremost, this Handbook contains only general information and guidelines. In other words, it is not intended to be comprehensive in addressing all of the facility's policies and procedures, nor is it meant to address all possible applications of, or exceptions to, the general policies and procedures described herein. For instance, some of the subjects discussed in this Handbook, such as employee benefits or dispute resolution, are covered in more detail in other official documents. Thus, you should refer to those documents for more specific information, since this Handbook only briefly summarizes those benefits and programs.

Second, this Handbook is not an employment contract and does not confer any contractual right, either express or implied, for you to remain employed by the facility. **YOUR EMPLOYMENT WITH THE FACILITY IS AT-WILL. IN OTHER WORDS, YOUR EMPLOYMENT IS NOT FOR ANY SPECIFIC LENGTH OF TIME AND EITHER YOU OR THE FACILITY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP FOR ANY LAWFUL REASON AT ANY TIME, WITH OR WITHOUT CAUSE AND WITHOUT PRIOR NOTICE.**

Third, except where specifically stated otherwise in this Handbook or other policies, the facility reserves the right to add, modify, revoke, suspend or change, in writing, any and all such policies and procedures, in whole or in part, at any time, with or without advance notice or other consideration.

If you have any questions concerning eligibility for a certain benefit and/or the applicability of a particular policy or practice, you should address your specific questions to your supervisor or administrator.

PRE-EMPLOYMENT

TESTING FOR HEALTH CONCERNS

Pre-Employment Physical

Pursuant to Ohio law, the facility requires you to undergo a pre-employment, post-offer physical examination. In order to be eligible for employment, the results of the physical must indicate that you are physically capable of performing the duties of your position. You may either get a physical at an assigned location or the facility may help you obtain a physical from an affiliated clinician. You must have results of your physical on or before your first day of employment.

Mantoux (TB) Testing

Pursuant to Ohio law, your job may require that, upon hire and prior to engaging in any resident contact, or prior to beginning work, you receive a one or two-step Mantoux (PPD) skin test. This test will be performed at no cost to you. The test is necessary to ensure that you are not a carrier of tuberculosis. If either step of the Mantoux test is significant, you will be required to have an initial chest x-ray and yearly updated statements and/or a chest x-ray from a physician indicating that there are no symptoms of active disease.

If at any point you are determined to have active pulmonary tuberculosis, the facility will not permit you to work unless and until the local public health authority determines that you are not infectious. If either step of the test is significant but you are determined not to have active tuberculosis, you will be evaluated for preventative therapy and required to promptly report to the facility any signs or symptoms that may indicate active tuberculosis. If you are not a candidate to receive a test, you may be required to obtain a

chest x-ray with your pre- employment physical and as indicated by a signs and symptoms questionnaire thereafter.

Hepatitis B Vaccine and Follow-Up Testing

If you are identified at risk for exposure to the Hepatitis B virus ("HBV"), and either:

(1) have no documentation of receiving the HBV 3-dose vaccination series; or (2) have documentation of receiving the 3-dose series, but have had no previous testing to determine the effectiveness of the vaccine series, you will be offered the opportunity to receive, at no cost to you, a 3-dose vaccination series to minimize your risk of infection. In addition, you will be offered, again at no cost to you, testing for the antibody to the Hepatitis B surface antigen. If you are determined to be positive for the Hepatitis B virus or if you are non-responsive to the vaccine, you may be restricted from performing or participating in any exposure prone/invasive procedures. More information regarding the Hepatitis B vaccination and follow-up testing will be provided during your orientation.

CRIMINAL BACKGROUND CHECKS

In addition to the facility's general employment application procedure which includes personal interviews and reference checks, Ohio law requires the facility to conduct criminal background checks. These criminal background checks will be performed through the Bureau of Criminal Identification and Investigation ("BCI&I"). You are required to provide the necessary information to complete the criminal records check form, including providing a set of fingerprints, and signing the criminal records check form authorizing the facility to obtain the result of the criminal records check. Further, Ohio law requires that if you cannot provide proof of Ohio residency for the five (5) years immediately prior to the date of the criminal records check, the facility must request that the Superintendent of BCI&I obtain information from the FBI as part of the criminal records check.

Under Ohio law, the facility is not permitted to regularly employ in a direct care capacity any person who has pleaded guilty or no contest to, or been convicted by any state or federal court of any of a number of offenses enumerated by statute (or any other offenses that are similar to the listed offenses), unless the Administrator chooses in its sole discretion to employ the applicant pursuant to personal character standards adopted by the Ohio Director of Health. The listed offenses can be found in Section 3701-13-05 the Ohio Administrative Code.

The facility may conditionally hire you before the results of your criminal background check are obtained if you sign a written statement indicating that you have not been found guilty of and have not pled guilty to any of the listed offenses. However, if you are conditionally hired pending receipt of the results of the criminal background check, Ohio law states the facility will terminate your employment if it does not receive the results of the criminal records check within thirty (30) days, or if the results of the criminal record check indicate either that you have been convicted of or pleaded guilty to any of the listed offenses. Moreover, depending on the nature or severity of the offense, the facility may terminate your employment if the results of the criminal records check indicate that you have been convicted of or pleaded guilty to an offense which is not one of the listed offenses.

ORIENTATION

An orientation program will be conducted to acquaint you with the facility, your job, laws relating to care delivery and facility policies and procedures.

EMPLOYMENT STATUS

Employees of the facility and organization fall into the following categories:

- **Full-Time:** A regular full-time employee is one who averages at least 30 working hours each week. Full-time employees are eligible for the facility employee benefits the first of the month after completing 60 days of employment, but may or may not be eligible for overtime pay depending upon the employee's position and duties.
- **Part-Time:** A regular part-time employee is one who works a regular schedule of less than 30 hours each week. Part-time employees are not eligible for the facility employee benefits, but are eligible for overtime pay if they work more than 40 hours in a workweek.
- **PRN:** A PRN employee is one without a fixed schedule who is called to work and agrees to work on an as needed basis. PRN employees are not eligible for the facility employee benefits, but are eligible for overtime pay if they work more than 40 hours in a workweek.

When hired, you will be designated into one of the above categories and will be assigned to a particular position and shift. However, your assignment to a particular category, position and/or shift is subject to change based on the needs of the facility.

EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity ("EEO") has been, and will continue to be, a fundamental principle at the facility. Carespring is committed to providing employment opportunities based upon personal capabilities and qualifications and without consideration of race, color, religion, sex, age, national origin, disability, genetic information, sexual orientation or any other protected characteristic as established by local, state or federal law.

Carespring and the facility's EEO policy applies to all aspects of employment, including but not limited to recruitment and hiring, training, promotion, compensation, benefits, termination and all other terms and conditions of employment. We expect and require all employees to support, without reservation, our nondiscriminatory policies with regard to fellow employees, residents, and any other person you are called upon to work with during the course of your employment. If you have any questions, concerns or complaints relating this policy, please contact the Administrator or the Corporate Compliance Officer.

TRANSFERS AND PROMOTIONS

The facility encourages qualified employees to pursue higher-level or lateral positions as appropriate. However, with respect to transfers and promotions, please note the following:

- You must have a good performance, attendance and punctuality record to be considered for a transfer or promotion. Prior disciplinary warnings may be considered in determining whether you are eligible for a transfer and/or promotion.
- Assuming you meet the criteria set forth in the preceding paragraph, you will be considered for the new position along with all other applicants.
- Requests for transfer or promotion are judged on a case-by-case basis, and the needs of both your current department and the department you are seeking to join will be considered.

If you wish to apply for a transfer or promotion, you should first discuss your plans with your current supervisor and administrator so that they can determine if your skills and experience are consistent with the requirements of the desired position. If you fit the basic criteria for the desired position, the respective supervisors will arrange an interview with the other department.

PERSONNEL RECORDS

To keep your personnel record up to date, it is important that you promptly notify the Payroll department of any changes in:

- Name; Address; Telephone numbers (Mobile and/or home); Marital status; Eligible dependents; W-4 deductions; and emergency contact(s).

Personnel files are the property of Carespring and the facility and access to the information is generally limited to supervisors and management personnel who have a legitimate reason to review information. Carespring provides access to personnel files where required by law. Upon written request, a non-exempt employee or his/her representative(s) may obtain records regarding the employee's own personal data (name, address, job title/occupation, rate of pay, daily hours worked, and wages received).

VISITORS DURING YOUR WORKSHIFT

Due to the confidential and often serious nature of our work at the facilities, you should not have visitors during your work time.

WORKING TIME

As used herein, the term "working time" is defined as the time when an employee is being paid to perform his or her duties. Working time does not include meal periods and breaks, whether or not the employee is being paid for the meal period and/or break.

NAME BADGES

Each facility expects and requires all employees to wear name badges when working at the facility. The facility will provide you with an appropriate badge which you must wear while on duty. If your badge is lost or stolen, you should immediately notify your supervisor so that a replacement badge can be made.

ROMANTIC OR SEXUAL RELATIONSHIPS

Consensual romantic or sexual relationships between a supervisor and an employee can lead to complications and significant difficulties for all concerned - the employee, the supervisor and the facility. Accordingly, the facility prohibits such relationships and any conduct that is intended or may reasonably be expected to lead to the formation of a romantic or sexual relationship (such as dating between a supervisor and employee).

By prohibiting romantic and sexual relationships between employees and their supervisors, the facility does not intend to inhibit the types of business and social interaction (such as business lunches or dinners or attendance at company sponsored events) that are, and should be, an important part or extension of the working environment.

The development of a sexual relationship with a resident is forbidden under any circumstance, even if the resident consents to the relationship, any employee who violates this policy will be terminated and subject to action by governmental authority.

SAFETY, ACCIDENTS AND EMERGENCIES

Safe Work Environment

Maintaining a safe work environment requires the continuous cooperation of all employees. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use all safety equipment where required. It is your responsibility to learn the location of all safety and emergency equipment, to observe all danger and warning signs, know the proper handling of chemicals, solvents, inflammables, or other dangerous materials. Please check with your supervisor if you are not certain or consult with the Hazardous Communication Safety Data Sheets.

As an employee, you have the duty to comply with the safety rules of the facility, to assist in maintaining a hazard free environment, and to report any accidents or injuries - including any breaches of safety procedures - and to report unsafe equipment, working conditions, processes or procedures at once to a

supervisor. No employee will be disciplined or reprimanded for reporting in good faith safety violations or hazards. However, any deliberate or ongoing safety violation, or creation of any hazard, by an employee may result in discipline, up to and including termination of employment.

If you sustain an injury or illness or are involved in an accident while on facility premises or while performing work for the facility, you must immediately report the injury, illness or accident to your supervisor. If your supervisor is not readily available, you should immediately report the injury, illness or accident to the nearest supervisor. Failing to report a work-related injury, illness or accident is a serious matter as it may preclude you from obtaining appropriate medical care and may make it more difficult for you to receive workers' compensation. Failing to report a work-related injury, illness or accident may result in discipline, up to and including termination of employment.

INTERNAL INVESTIGATIONS AND SEARCHES

From time to time, the facility may find it necessary to conduct internal investigations pertaining to security, resident care or other work-related matters. You are required to cooperate fully with and assist in these investigations if requested to do so.

Please note the facility is privately owned, including all work areas, and you should have no expectation of privacy in such areas. Accordingly, Carespring and the facility reserves, in its sole discretion, the right to search work areas (e.g., desks, offices, cubicles, file cabinets, computers, voicemail, company-provided cell phones, and your personal effects or personal vehicle on Company property, etc.) without notice. The facility reserves the right to monitor and retrieve information from its information systems.

Carespring and the facility is not responsible for the loss of or damage to personal property on its premises.

GOVERNMENT INVESTIGATIONS

Carespring and the facility will not obstruct or interfere with government investigations, and to cooperate fully with government personnel on such occasions. However, at the same time, Carespring and the facility will protect its legal rights. Therefore, if you obtain knowledge of a potential visit or contact from a government official regarding an investigation, you should immediately notify your supervisor. In addition, if you are contacted by a government official seeking any information or records of the facility, whether through informal means (e.g., a telephone call) or formal means (e.g., a search warrant or subpoena), you are required to notify the government official that, pursuant to facility policy, you must obtain his or her identity and refer the matter to appropriate representatives of the facility and Carespring. If the official is present or on the telephone, you should ask him or her to provide a full name, agency, title, telephone number and address. You must then promptly refer the official to your supervisor, and provide your supervisor any information you obtained from the official.

INFECTION CONTROL

During your orientation, you will receive information regarding the facility's infection control policy. In order to protect your own health and that of your co-workers, residents, visitors, and others with whom you come into contact, the infection control guidelines and procedures must be followed. Questions regarding infection control can be answered by your supervisor or by Quality Assurance or Staff Development.

OPEN DOOR POLICY AND DISPUTE RESOLUTION

Carespring and the facility strives to resolve your concerns without the need to resort to formal dispute resolution procedures, and therefore maintains an open door policy. If you have a concern or a problem, it is our hope that you will be comfortable addressing your concern or problem with your immediate supervisor as the first step toward resolution.

In our experience, most issues can be resolved in this way, without need for any further action. If, for some reason, you are uncomfortable addressing a concern or problem with your immediate supervisor (or if your efforts to resolve a concern or problem at that level are unsuccessful) you can do one of the other options:

1. Reporting it directly to the facility administrator
2. Reporting it directly to the Compliance Officer, in writing at 390 Wards Corner Rd. Loveland, Ohio 45140, filing a report through Carespring's toll-free fraud and abuse hotline: 1-888-248-7799 ext. 105 or reporting through Carespring's secure compliance website compliance@carespring.com. please bring the matter to the facility administrator or Corporate Compliance 1.888.248.7799 x105

CORPORATE COMPLIANCE

Carespring and the facility is committed to operating its business in an honest, ethical, and legal manner. Carespring also endeavors to be a good corporate citizen and to act ethically in its dealings with vendors, referral sources, competitors, and others. To formalize its commitment to compliance, Carespring has adopted a CEP, assigned a Compliance Officer to oversee the program, and formed a Compliance Committee to assist in evaluating compliance issues.

We expect all employees to contribute to this culture of compliance by recognizing and doing "the right thing." You will receive training regarding the CEP and any particular compliance responsibilities related to your job function. In addition, for your reference, we have included a summary of the key points of the CEP below, including the Code of Conduct, employee reporting duties, discipline for violations, and significant laws related to the CEP.

Code of Conduct

Carespring has adopted the following Code of Conduct for its organization, employees, agents, and contractors:

We will not lie, cheat, steal, harm others, or tolerate those who do.

We believe that if employees abide by the following general principles, they will be able to meet our standards for compliance:

Follow Our Policies. Carespring is required to abide by a large number of laws and regulations because of the nature of the services that we provide. These laws will be manifested through our policies and the training and in-services in which you will be expected to participate. Carespring can face serious consequences for failure to abide by the law. Therefore, Carespring expects that all policies will be followed.

Do the Right Thing. While the right thing is not always the easy thing, you most likely know what it is without having to be told. Carespring expects that its employees will work hard and diligently on behalf of Carespring and perform to the best of their abilities. Carespring also expects its employees to be honest, trustworthy, and respectful.

Follow the Golden Rule. Treat others as you would want them to treat you. Treat others with respect and dignity. Never harm another person, or allow them to be harmed while they are in your care.

Duty to Report

Employees are expected to act as a "neighborhood watch" for the CEP. Therefore, if you observe any conduct that you suspect may be a violation of the Code of Conduct, you are required to report that conduct to your immediate supervisor. Carespring recognizes that there may be situations where you do not feel comfortable

reporting to your supervisor, such as if the supervisor is implicated in the potential wrongdoing. Therefore, you may also report suspected violations by any of the following means: (1) reporting to the next supervisor in facility's chain of command, (2) reporting directly to the Compliance Officer, in writing at 390 Wards Corner Rd. Loveland, Ohio 45140 (3) filing a report through Carespring's toll-free fraud and abuse hotline: 1-888-248-7799 ext. 105 or (4) reporting through Carespring's secure compliance website compliance@carespring.com.

You may report information anonymously. We will treat anonymous reports seriously and will investigate them just as thoroughly as those reports filed by employees who identify themselves.

Carespring also encourages employees to do the right thing and report their own wrongdoing. When determining appropriate discipline for a violation of its standards of conduct, we may be more lenient with an employee who recognized his or her mistake and promptly brought it to our attention.

Employees are prohibited from preventing, or attempting to prevent, another employee from making a compliance report. Any employee attempting to do so is subject to disciplinary action, up to and including dismissal. Carespring also prohibits any retaliatory action against an employee for making a compliance report in good faith.

Supervisors and/or the Compliance Officer will review all notices of suspected violations of our standards, will make sure that potential violations of the CEP are investigated, and will act to remedy any compliance violations. Therefore, if you report a suspected violation, your supervisor, the Compliance Officer, or their designee will likely follow up with you as part of this review and investigation.

Discipline

Just as with other employee misconduct, Carespring may take disciplinary action against employees for any of the following: a) violating the CEP; b) failing to report a violation of the CEP; c) refusing to cooperate in an investigation; and d) retaliating against an individual for making a good faith report of a suspected violation of the CEP. Carespring will impose disciplinary actions against an employee in accordance with the employment policies set forth in this manual, up to and including termination.

False Claims

A key element of the CEP is that employees must at all times be honest and truthful in their relations with the government. This is especially true when Carespring submits bills to the government for services, such as when it bills Medicare or Medicaid. It is our expectation that all claims made to the government are accurate and truthful. Employees, agents and contractors are prohibited from presenting or causing to be presented any false or fraudulent claim or statement to the government. Violations of this standard will subject the person to discipline, up to and including termination of employment, and may also subject the person to government sanctions as well.

We believe that it is important that all employees understand the role of the following laws in preventing and detecting fraud, waste, and abuse in federal health care programs:

- a. Sections 3801 to 3812 of Title 31 of United States Code provide in pertinent part that:
 - i. Any person who makes, presents, or submits, or causes to be made, presented, or submitted, a claim that the person knows or has reason to know is false, fictitious, or fraudulent; includes or is supported by any written statement which asserts a material fact which is false, fictitious, or fraudulent; includes or is supported by any written statement that omits a material fact, is false, fictitious, or fraudulent as a result of such omission, and is a statement in which the person making, presenting, or submitting such statement has a duty to include such material fact; or is for payment for the provision of property or services which the person has not provided as claimed, shall be subject to, in addition to any other remedy that may be prescribed by law, a civil penalty of not more than \$11,001 for each such claim.

Such person may also be subject to an assessment of not more than twice the amount of the false, fictitious, or fraudulent claim, or the portion of such claim, which is determined to be in violation of the law.

- ii. Any person who makes, presents, or submits, or causes to be made, presented, or submitted, a written statement that the person knows or has reason to know asserts a material fact which is false, fictitious, or fraudulent; or omits a material fact that he/she has a duty to include, and is false, fictitious, or fraudulent as a result of such omission; and contains or is accompanied by an express certification or affirmation of the truthfulness and accuracy of the contents of the statement, shall be subject to, in addition to any other remedy that may be prescribed by law, a civil penalty of not more than \$11,001 for each such statement.
- b. Sections 3729 to 3733 of Title 31 of the United States Code provide in pertinent part that:
- i. Any person who: knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval; knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim; conspires to commit a violation described in this paragraph; has possession, custody, or control of property or money used, or to be used, by the government and knowingly delivers, or causes to be delivered, less than all of that money or property; is authorized to make or deliver a document certifying receipt of property used, or to be used, by the government and, intending to defraud the government, makes or delivers the receipt without completely knowing that the information on the receipt is true; knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the government, who lawfully may not sell or pledge property; or knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the government, is liable to the United States government for a civil penalty of not less than \$10,957 and not more than \$21,916 as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note: Public Law 104-410), plus 3 times the amount of damages which the government sustains because of the act of that person, with certain exceptions, and the costs of a civil action brought to recover such penalty or damage.
 - ii. The terms “knowing” and “knowingly” mean that a person, with respect to information: 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; and require no proof of specific intent to defraud. “Claim” means any request or demand, whether under a contract or otherwise, for money or property and whether or not the United States has title to the money or property, that: is presented to an officer, employee, or agent of the United States; or is made to a contractor, grantee, or other recipient, if the money or property is to be spent or used on the government’s behalf or to advance a government program or interest, and if the United States Government provides or has provided any portion of the money or property requested or demanded, or will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded; and does not include requests or demands for money or property that the government has paid to an individual as compensation for Federal employment or as an income subsidy with no restrictions on that individual’s use of the money or property. “Obligation” means an established duty, whether or not fixed, arising from an express or implied contractual, grantor-grantee, or licensor-licensee relationship, from a fee-based or similar relationship, from statute or regulation, or from the retention of any overpayment. “Material” means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property.
 - iii. The Attorney General shall diligently investigate violations of the above, and if the Attorney General finds that a person has violated or is violating the law, then he/she may bring a civil action against the person. A person may bring a civil action for a violation of the above for the person and for the

United States government. The action shall be brought in the name of the government. If the government proceeds with the action, it shall have the primary responsibility for prosecuting the action, and shall not be bound by an act of the person bringing the action. Such person shall have the right to continue as a party to the action, subject to certain limitations, and may have a right to share in a recovery if certain conditions are met.

- iv. Any employee, contractor, or agent shall be entitled to all relief necessary to make that employee, contractor, or agent whole, if that employee, contractor, or agent is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment because of lawful acts done by the employee, contractor, or agent on behalf of the employee, contractor, or agent or associated others in furtherance of other efforts to stop 1 or more violations above.
- c. Ohio Revised Code sections 2913.40 and 2913.401 prohibit a person from knowingly making a false or misleading statement for use in obtaining reimbursement from the medical assistance program, prohibits a provider from charging a person for goods or services in addition to the amount of reimbursement received under the medical assistance program, excluding any deductibles or co-payments, and prohibits making false statements or knowingly concealing information in an application for Medicaid benefits. Whoever violates these sections is guilty of Medicaid fraud.
- d. Ohio Revised Code section 2921.13 prohibits making a false statement, or swearing the truth of a false statement in a variety of situations, including to secure payment of benefits administered by a governmental agency. Whoever violates this provision is guilty of falsification, a first degree misdemeanor.
- e. Ohio Revised Code 5164.35 describes how if a Medicaid provider by deception, obtains or attempts to obtain payments under the Medicaid program to which the provider is not entitled, willfully receives payments to which a provider is not entitled, willfully receives payments in a greater amount than that to which a provider is entitled, or falsifies any report of document required by state or federal law, rule or provider agreement relating to Medicaid payments, this can result in fines of not less than \$5,000 and not more than \$10,000 for each deceptive claim or falsification, a fine equal to three times the amount of any excess payments, and a fine equal to all reasonable expenses which a court determines were necessary for the state to incur to enforce the action. This can also result in the provider's exclusion from the Medicaid program.
- f. Ohio Revised Code 4113.51 to 4113.52 describes how employers are prohibited from taking any disciplinary or retaliatory action against an employee for making any report authorized by Ohio Revised Code 4113.52(A)(1) or (2), or as a result of the employee having made any inquiry or taken any other action to ensure the accuracy of any information reported under either such division. Ohio Revised Code 4113.51 to 4113.52 also describes how no employer shall take any disciplinary or retaliatory action against an employee for making any report authorized by division (A)(3) of Ohio Revised Code 4113.52 if the employee made a reasonable and good faith effort to determine the accuracy of any information so reported, or as a result of the employee having made any inquiry or taken any other action to ensure the accuracy of any information reported under that division.

Reporting Crimes

Employees have a duty under the CEP to report any suspected violations or questionable conduct, including crimes, immediately to Carespring, and Carespring is required to report incidents of resident abuse, mistreatment, and neglect, and misappropriation of resident property to the appropriate authorities.

We believe that it is important that all employees understand the role of the following laws regarding reporting of crimes against individuals receiving care from Carespring:

- a. Section 1150B of the Social Security Act provides in pertinent part that:
- i. Any owner, operator, employee, manager, agent, or contractor of a long-term care facility that receives federal funds of at least \$10,000 in the preceding year (“covered individual”) shall report to the state survey agency (in fulfillment of the statutory directive to report to the Secretary) and 1 or more law enforcement entities for the political subdivision in which the facility is located any reasonable suspicion of a crime (as defined by the law of the applicable political subdivision) against any individual who is a resident of, or is receiving care from, the facility. If the events that cause the suspicion result in serious bodily injury, the individual shall report the suspicion immediately, but not later than 2 hours after forming the suspicion. If the events that cause suspicion do not result in serious bodily injury, the individual shall report the suspicion not later than 24 hours after forming the suspicion.
 - ii. The term “law enforcement” includes the full range of potential responders to elder abuse and neglect, including police, sheriffs, detectives, public safety officers, corrections personnel, prosecutors, medical examiners, investigators, and coroners. The term “serious bodily injury” means an injury involving extreme physical pain, involving substantial risk of death, involving protracted loss or impairment of the function of a bodily member, organ or mental faculty, or requiring medical intervention such as surgery, hospitalization, or physical rehabilitation.
 - iii. If a covered individual violates this section, the covered individual shall be subject to a civil money penalty of not more than \$200,000; and the Secretary may decide in the same proceeding to exclude the covered individual from participation in any federal health care program. If a covered individual violates this section and the violation exacerbates the harm to the victim of the crime or results in harm to another individual, the covered individual shall be subject to a civil money penalty of not more than \$300,000; and the Secretary may decide in the same proceeding to exclude the covered individual from participation in any federal health care program.

A long-term care facility may not discharge, demote, suspend, threaten, harass, or deny a promotion or other employment-related benefit to an employee, or in any other manner discriminate against an employee in the terms and conditions of employment because of lawful acts done by the employee; or file a complaint or a report against a nurse or other employee with the appropriate State professional disciplinary agency because of lawful acts done by the nurse or employee, for making a report, causing a report to be made, or for taking steps in furtherance of making a report pursuant to this section. If a long-term care facility violates this paragraph, the facility shall be subject to a civil monetary penalty of not more than \$200,000 or the Secretary may classify the entity as an excluded entity for a period of 2 years or both.

WEAPONS

No person is permitted to bring deadly weapons (e.g., knives, firearms, batons, etc.) onto Facility property. This policy applies to everyone, including, but not limited to, employees, volunteers, residents, visitors, and delivery personnel. The policy also applies to Facility's entire property, including the building(s), surrounding land, motor vehicles and parking lot. Weapons cannot be kept or stored in vehicles parked in the facility parking lot.

Please note that this policy applies equally to individuals who are licensed to carry a concealed firearm. Even if you have a "concealed carry" license, you are not permitted to bring a firearm onto facility property. Any person who brings a firearm onto the property is guilty of criminal trespass.

Notwithstanding the above restriction, Carespring and the facility does allow you to carry canisters of pepper spray, or other similar personal protection sprays. However, you may not carry such sprays with you while you are performing your job duties. During working time, your personal protection spray must be safely stored in your car or in an area designated by the facility.

EMPLOYEE RELATIONS WITH RESIDENTS

Off-Duty Access to the Facility

During off-duty hours, you are not permitted to return to the facility to visit a resident unless you are related to the resident biologically or through marriage, or the resident specifically requests that you visit. When visiting a resident, you are considered a visitor to the facility and will be subject to the same regulations generally applicable to visitors to the facility. However, because you are an employee of the facility, you also will be subject to facility policies protecting the care, privacy or security of residents.

You are not permitted to take a resident out of the facility during off-duty hours for any reason, unless you are related to the resident biologically or through marriage. Such excursions are subject to facility policies protecting the care, privacy or security of residents.

Personal Relations/Gifts

You are expected and required to be respectful of facility residents, their families and visitors. You are prohibited from soliciting residents, their families or visitors for gifts or loans, or otherwise requesting the transfer of anything of value at any point in time, including after the death of the resident, family member or visitor. In addition, except as stated below, you are prohibited from accepting gifts, loans or anything of value from residents, their family members or visitors. Any employee failing to comply with this policy will be immediately terminated.

Carespring and the facility recognizes that residents, their families and visitors often offer gifts to employees. You must politely decline any such offers, citing this policy, unless the offered gift is of nominal value (e.g., baked goods) and can be shared with other staff.

You are not permitted to contact residents or their families during off-duty hours unless you are related to the resident or family member biologically or through marriage. This prohibition includes contacts or attempted contacts made in person, by telephone, **in** written correspondence and on the internet. Off-duty contact to residents or their families is subject to facility policies protecting the care, privacy or security of residents.

You are not permitted to propose marriage to or to accept a marriage proposal from a resident. You also are not permitted to form any other legal relationship with a resident (e.g., power of attorney) unless you are related to the resident biologically or by marriage. Violation of this policy will result in immediate termination of your employment.

You are prohibited from engaging in sexual relations with a resident, unless you are the legal spouse of the resident and the relations do not violate any work rule or other policy protecting the care, privacy or security of the resident. Violation of this policy will result **in** immediate termination of your employment, and also will subject you to action by governmental authorities.

EMPLOYMENT BY RESIDENT OF FACILITY

Due to the risk of confusion to residents and staff, and disruption to the facility operations, current and former employees are not permitted to work at the facility as the employee of a facility resident, to provide personal care or services for a resident of the facility. Accordingly, while you are employed by the facility and after your employment is terminated, whether involuntarily or voluntarily, you are not permitted to subsequently return to the facility to work in any of the capacities stated above, or other similar positions, to provide a resident with personal care and/or services.

LEGAL DOCUMENTS.

Residents, family members, or others doing business with the facility may ask you to assist them by signing or witnessing legal documents. Only the Administrator or designee is authorized to accept legal documents, subpoenas, certified mail, or summons on behalf of the facility. Therefore, you must refer these requests to the Administrator, Director of Nursing or your immediate supervisor.

PERFORMANCE APPRAISALS

Your performance will be evaluated continually. Performance appraisals are conducted annually. Your supervisor will review your performance appraisals with you.

The purpose of the employee performance appraisal process is to enhance individual employee performance and overall business operations, to set performance goals and expectations, and to identify specific performance areas that may require improvement.

REFERENCE REQUESTS

No Facility team member may issue a letter of reference or otherwise provide an employment reference (verbally, in writing, or electronically) or on behalf of any current or former employee without the permission of Carespring. If you receive a request to provide a reference for a current or former employee of the facility, you should refer the request to the specific personnel representative. You may not release any information about any current or former facility employee over the telephone, in writing, or via the Internet. All telephone inquiries regarding any current or former employee of the facility or Carespring must be referred to Payroll for past employment dates.

EMPLOYMENT OF RELATIVES =ANTI-NEPOTISM POLICY

Members of an employee's immediate family will be considered for employment on the basis of their qualifications.

This policy will also be considered when assigning, transferring, or promoting employees. For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, aunt, uncle, niece, nephew, grandparent, grandchild, or members of the employee's household.

In the event that two employees become immediate family members during the course of employment (e.g., through marriage), both may continue employment as long as the relationship does not adversely affect their work performance. However, if in the facility's judgment, either employee's work performance is adversely affected, reasonable attempts will be made to reassign job duties and/or transfer one or both employees. If accommodations of this nature are not feasible or effective, the employees will be permitted a reasonable period of time (not to exceed two weeks) to determine which of them will resign. If the employees cannot decide, the facility will decide, in its sole discretion, which employee, if any, will remain employed.

PROFESSIONAL COURTESY

Our product is service to the community, our residents and their families. As in any service environment, customer satisfaction is expected. The nature of the customer we serve requires special people, with special skills and qualifications.

Treatment of Others

You are expected to be kind and courteous to all those with whom you come in contact, to be both professional and reliable, and to listen and respond to the concerns of our residents, their family members and visitors.

The following are some examples of general behavioral principles that the facility expects you to abide by with respect to your relationships with residents and their families:

- Treat each individual with respect and dignity;
- Provide each individual with a compassionate and caring environment;
- Continuously strive to improve the quality of care and services you provide;
- Provide services without regard to race, color, national origin, gender, age, disability, genetic information, source of payment, or other protected characteristic; and
- Respect residents' decisions regarding matters concerning their care, subject to the facility policies.

Please remember that our goal of providing quality care begins and ends with the total satisfaction of those we serve. A caring attitude, a friendly greeting and a smiling face are some of the ways you can contribute to keeping our residents, family members, fellow employees and visitors satisfied.

Telephone Etiquette

When using telephones, the facility expects you to follow these guidelines:

- Answer ringing telephones promptly, identifying yourself and your department. Present a professional demeanor and use a pleasant tone of voice;
- Never keep a caller on hold for more than 60 seconds without getting back to him or her, even if only to say you are still checking and have not forgotten him or her;
- Always let the caller decide whether he or she would like to continue holding or leave a message; and
- Always use polite terms and phrases like "please," "thank you," "you're welcome," and "may I help you?"

GENERAL BEHAVIOR

The facility requires order and discipline to succeed and to promote efficiency, productivity and cooperation among its employees. The orderly and efficient operations of the facility require that employees maintain appropriate standards of conduct at all times. All instances of misconduct should be referred to your supervisor and/or the Administrator immediately.

The following prohibited actions may result in disciplinary action, up to and including termination of employment for the first offense, depending on the severity of the situation:

- Breach of trust or dishonesty in the performance of your duties;
- Unsatisfactory work performance;
- Violation of a resident's rights;
- Verbal or physical abuse of a resident;
- Neglect of a resident;
- Failing to immediately report suspected abuse or neglect of a resident;
- Violation of an established policy, procedure or rule;
- Providing false information or omitting information on any facility or Carespring records or documents;
- Negligent conduct;
- Insubordination;
- Violation of the Anti-Harassment and/or Equal Employment Opportunity policies;
- Time record or sign-in book violations;
- Undue and unauthorized absence from duty during regularly scheduled work hours;

- Excessive absenteeism or tardiness;
- Failure to call or directly contact your supervisor when you will be late or absent from work (considered no call/no show and voluntary resignation);
- Leaving the work premises without authorization during work hours;
- Deliberate non-performance of work;
- The taking and/or unauthorized possession or use of property belonging to the facility, co-workers, visitors, or residents;
- Marring, defacing or other willful destruction or waste of any supplies, equipment or property of the facility;
- Possession of dangerous weapons on the premises;
- Unauthorized possession, use or copying of any records or items that are the property of the facility;
- Unauthorized disclosure of private resident information and/or facility proprietary information;
- Unauthorized posting or removal of notices or other materials from bulletin boards;
- Fighting, cursing or serious breach of acceptable behavior;
- Violation of the Impairment Free Policy;
- Violation of the facility Conflict of interest, Employment Policy and/or Confidentiality Policy;
- Gambling, conducting games of chance or possession of related devices on the premises or during work hours;
- Sleeping (or the appearance of sleeping) on duty;
- Smoking in unauthorized areas;
- Failing to fully cooperate with company investigations;
- Engaging in any activity that jeopardizes and/or threatens to jeopardize the well-being, property, or equipment of the facility or its employees;
- Working unauthorized overtime; and
- Unauthorized provision of medical advice.

This list is intended to be representative of the types of activities that may result in disciplinary action, up to and including termination of employment. It is not practicable for the facility to anticipate or attempt to list all conduct which may cause an employee to be disciplined, and as a result this list is not exhaustive. Conduct not appearing on this list may lead to discipline, up to and including termination of employment, depending upon its nature and severity. This list is not intended to be comprehensive, and does not change your status as an at-will employee.

Introductory Period

New employees are in a 90 day introductory period when they begin employment. This period of time is for the company and the employee to evaluate if the new employee is meeting performance and attendance standards. Employment may be terminated at any time during the course of this period.

RESPECT OF RESIDENTS' RIGHTS

Pursuant to both state and federal law, residents at the facility have rights that must not be violated. No employee may strike, abuse or neglect a resident. If circumstances indicate potential resident abuse or if there is a report of resident abuse, the Administrator and Director of Nursing will investigate the incident or allegation. If willful abuse of a resident is discovered, the responsible employee will be terminated.

It is essential that we ensure that our residents' rights are protected. Thus, it may sometimes be necessary to place an employee on suspension during certain investigations relating to our residents' rights and facility operations. However, in cases where a suspended employee is found to have committed no wrongdoing, the employee will be able to return to work and may be compensated for any wages lost during the suspension.

The facility will provide employees with a copy of the residents' rights that are established under sections 3721.10 to 3721.17 of the Revised Code; a written explanation of the provisions of sections 3721.16 to

3721.162 of the Revised Code relating to residents' transfer and discharge; a copy of Carespring or the facility policies and procedures addressing residents' rights; a copy of the Facility's rules (which are contained in this Handbook); and a copy of the addresses and telephone numbers of the board of health of the health district in your county, the state departments of health and job and family services, the state and local offices of the department of aging, and any Ohio nursing home ombudsperson program.

OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST

Outside activities of any type (e.g., work, recreation) must not interfere with the employee's ability to fully perform his or her job duties for the facility, including overtime and weekends. Commercial involvement with vendors of Carespring or the facility and/or commercial involvement that conflicts with the business interests of Carespring or the facility is prohibited.

Carespring or the facility will not generally take adverse employment action against any employee for engaging in lawful conduct occurring during nonworking hours away from the facility premises. However, under certain circumstances, an employee's personal conduct may adversely affect his or her performance on the job, or make it impossible for him or her to carry out one or all of his duties while at work. Therefore, in general, the following types of outside employment are prohibited:

- Employment which conflicts with your work schedule, duties and responsibilities or creates an actual conflict of interest with those of Carespring or the facility;
- Employment which impairs or has a detrimental effect on your work performance with the facility; and
- Employment which directly or indirectly competes with the business interests of Carespring or the facility.

ATTENDANCE

Your regular attendance and reliability are crucial to our residents and our operation. Therefore, it is essential that you report to work as scheduled and on time, including on weekends and holidays. Careful attention is given to every employee's attendance, promptness and overall dependability. If, for any reason you are unable to report for work or you believe that you will be late to work, you are required to contact your supervisor (or a person designated by your supervisor) at least four hours before you are scheduled to begin work. This advance notice is important and allows the facility the opportunity to make arrangements for a replacement, or to adjust the schedule to accommodate your absence. In order to ensure that the facility has an opportunity to replace you on your shift, you must actually speak to your supervisor or the designated person - leaving a voice mail message or text message will not suffice and will be treated as a no call/no show.

The attendance of all employees is recorded daily. Subject to applicable laws, absenteeism, tardiness (i.e., failing to be present at your assigned work station at your scheduled starting time or returning late from breaks) or leaving early without authorization may lessen your chances for advancement within the facility or Carespring, and may lead to discipline up to and including termination of employment.

Failure to comply with the attendance policy, whether by accumulating excessive absenteeism or failing to follow reporting procedures, may result in disciplinary action, up to and including termination of employment.

A failure to appear for scheduled work, coupled with a failure to report the absence (i.e., a "no call/no show") may result in disciplinary action, up to and including termination of employment. If you no call/no show, you will be deemed to have resigned your employment with the facility, and you will not be eligible for rehire. Subject to all applicable laws, your failure to report to work for a scheduled shift on a weekend or a holiday, regardless of whether you report your absence in advance, may result in disciplinary action, up to and including termination of employment.

Please be advised that posted work schedules are subject to change, and that at any time you may be required to work more hours than originally scheduled (i.e., overtime).

Naturally, the nature of our business requires us to maintain a full staff on weekends and holidays. Accordingly, if the facility is unable to secure adequate staffing on weekends and holidays through volunteers, you may be scheduled to work weekends and/or holidays in addition to your regular shift. Failure to work mandatory weekend and holiday shifts may result in disciplinary action, up to and including termination of employment.

See the facility Attendance Policy for all details related to attendance standards.

APPEARANCE AND UNIFORMS

The facility expects you to maintain a neat, well-groomed appearance at all times. You should avoid extremes in dress and make up. If at any time your dress or appearance is deemed to be inappropriate, the facility reserves the right to send you home or take other disciplinary and/or corrective action.

For more specific details on dress code refer to dress code and uniform policy reviewed during orientation.

IMPAIRMENT FREE POLICY

The facility and Carespring expect team members to be impairment free while at work. This policy is reviewed and acknowledged upon hire via an electronic acknowledgment. Failure to comply with this policy is the basis for discipline, up to and including termination.

Carespring strongly believes and works systematically to provide a workplace and caring environment that is free from team member impairment. There should be no impairment at work in no situation or scenario, ever, may a team member be impaired at work.

If a team member has any appearance of impairment he or she will be immediately removed from the work area and assessed. The facility or Carespring will not necessarily perform a drug screen. Signs of impairment alone are sufficient to render immediate disciplinary action. Upon thorough assessment, if a team member is deemed to have been impaired at work, he or she will be terminated. The team member is required to arrange for transportation from the Facility. If the team member refuses and attempts to drive away then law enforcement will be called.

Team members and applicants taking prescription drugs must do so according to their physician's direction. Team members or applicants in safety-sensitive positions who take prescription drugs must immediately notify a supervisor of the drug use if the use could alter the employee's or applicant's physical or mental ability to perform his or her job. Carespring currently tests for Amphetamines, Cocaine, MDMA (Ecstasy), Methamphetamines, Opiates, Oxycodone and Phencyclidine. The test could also include Barbiturates, Benzodiazepines, and Methadone.

The impairment free workplace policy establishes conditions under which the team member may be required to provide a breath, blood or urine sample for drug and/or alcohol testing. If this occurs, the team member consents to such testing. The testing laboratory will release the team member's test results to designated supervisors and managers on a need to know basis.

PROHIBITION

- The facility prohibits the manufacturing, possessing, selling, trading, dispensing, or using (without a valid prescription or in excess of prescribed amounts) any illegal or controlled substance or drug paraphernalia; and
- Employees are prohibited from being impaired while at work.

TESTING

All potential employees will be subject to undergo a pre-employment, post offer drug screen. During the course of employment, the team member may be subject to testing under the following circumstances:

- Immediately following a workplace accident or incident that you may have caused, contributed to or been involved in; and/or

- If a supervisor or administrative staff member suspects, observes or is informed about generally impaired work performance, behavior consistent with being under the influence of alcohol or drugs and/or that you are presently taking drugs, regardless of the source of the information.
- On a random basis

DISCIPLINARY ACTION

Violations of this policy are subject to disciplinary action, up to and including termination of employment. Due to the serious nature of this issue, employees suspected of violations of this policy may be suspended with or without pay pending the facility completion of an investigation.

CONFIDENTIALITY OF RESIDENT INFORMATION

Carespring and the facility respects the importance of its residents' personal privacy, and understands the sensitive nature of its residents' health information. In addition, both state and federal laws require residents' information be treated in a confidential manner. Thus, you are expected and required to protect the confidentiality and privacy of resident information at all times. The following classes of the facility's workforce shall have access to a resident's entire medical record, as needed, in order to accomplish their job duties: administration, nursing, dietary, social service, admission and therapy. Other persons also may be granted permission by the HIPAA Compliance Officer, to access a resident's medical record for purposes of treatment.

As a general rule, if you are authorized to access a resident's medical record, you may use or disclose the medical information contained in that record without the resident's consent or authorization if such use or disclosure is related to treatment of the resident or the facility's billing or health care operations. However, when using or disclosing such personal information, you must make all reasonable efforts to ensure that only the minimum amount of information necessary to satisfy the particular purpose of the use or disclosure is provided. On the other hand, if the proposed use or disclosure is not related to one of the aforementioned reasons, the information may not be used or disclosed without a specific and legally appropriate consent and/or authorization from the resident. Moreover, any employee who is not listed above and who does not have specific permission from the HIPAA Compliance Officer shall not access a medical record.

For a more complete understanding of the confidential nature of residents' personal health information, and the facility's specific policies and procedures regarding the use and disclosure of such information, please see the HIPAA Compliance Officer. Failure to comply with policies relating to resident confidentiality may result in appropriate disciplinary action, up to and including termination of employment.

EMPLOYER INFORMATION AND PROPERTY

The protection of Carespring or the facility's proprietary business information, property and all other assets are vital to the interests and success of Carespring or the facility. No Carespring or the facility-related proprietary information or property, including without limitation, documents, files, records, computer files, equipment, office supplies, medical supplies or similar materials (except when specifically authorized by your immediate supervisor or in the ordinary course of performing duties on behalf of Carespring or the facility) may be removed from the facility's premises. This policy specifically prohibits the distribution/dissemination of Carespring or the facility's proprietary business information, including, without limitation, documents, files, records, computer files (hard and electronic copies) through any means (i.e., publishing on the internet, emailing a copy to a non-Carespring or facility computer, referencing same in bios or web-postings, etc.).

Confidential proprietary information includes, but is not limited to, the following:

- Resident information (including names, addresses, phone numbers, medical conditions, treatment plans, medications, etc.);
- Lists of actual or prospective residents;

- Business methods, processes and systems;
- Vendor information;
- Pricing;
- Financial information of the facility;
- Pending projects and proposals;
- Research and development strategies;
- Marketing and sales strategies;
- Computer programs and data processing methods;
- Employee lists; and
- Personal information of past or current employees (including addresses, phone numbers, medical information, but excluding terms and conditions of employment).

Violation of this policy is a serious offense and may result in appropriate disciplinary action, up to and including termination of employment.

ABUSE REPORTING REQUIREMENTS

All allegations, suspicions and/or observations of staff-to-resident abuse and/or neglect, and resident-to-resident aggression shall be reported immediately to your immediate supervisor, who is then responsible for reporting such activity claim to the Administrator or Department Head in absence of the Administrator so that an investigation into the matter can be promptly initiated. If a resident is injured as a result of the alleged or suspected abuse or neglect, you must render assistance and take immediate action to treat the resident. Under no circumstances should you leave a resident suspected of being harmed unattended unless it is absolutely necessary to summon assistance. You should not move a resident until he or she has been assessed by a nurse supervisor for possible injuries.

Allegations of abuse and/or neglect will be thoroughly investigated, and you will not be subject to any retaliation or negative action for making a good faith report. Your report will be kept confidential to the extent possible. Failure to report suspected or observed abuse and/or neglect may result in disciplinary action, up to and including termination of employment.

VIOLENCE IN THE WORKPLACE

Carespring and the facility strongly believes that all employees, residents and visitors should be treated with dignity and respect, and should be afforded a safe environment that is as free of violence as possible. Thus, no behavior that creates a climate of violence, hostility or intimidation in the workplace will be tolerated. For purposes of this policy, "the workplace" is defined as all facility property, including all areas within the facility and all outside areas owned by the facility (including parking lots). In addition to physical violence, the facility views verbal assaults, untargeted rage and threats of assault as violence in the workplace. You must report all actual or perceived incidents of violence or threats of violence, regardless of who the offender or victim might be, to your supervisor and/or Administrator. Allegations will be thoroughly investigated and you will not be subject to any retaliation or negative action for making such a report. Your report will be kept confidential from unnecessary disclosure.

The facility will promptly respond to any incident or suggestion of violence through the provision of appropriate precautionary measures. Violation of this policy may result in disciplinary action, up to and including termination of employment.

SOLICITATIONS, DISTRIBUTIONS AND USE OF BULLETIN BOARDS

Solicitation and Distribution

- "Solicitation" is (generally) an oral communication or appeal designed to obtain support (financial or otherwise) for an organization, event, cause or issue.
- "Distribution" is (generally) a written communication or appeal designed to obtain support (financial or otherwise) for an organization, event, cause or issue.

"Working Area" is any area where an employee performs duties for which he or she is paid. The working area does not include: (a) employee break and/or meal areas except for the employee(s) whose duty it is to maintain, service and/or clean such areas when such employee(s) is being paid to be maintaining, servicing and/or cleaning such areas; and (b) the parking lot is not a working area.

"Resident Care Area" includes resident rooms and other places where residents receive treatment and/or care. Hallways and/or corridors immediately adjacent to resident treatment or care areas may be temporarily considered a resident care area if at the time, a resident is being treated or cared for at that place.

Solicitation is prohibited during working time of either the employee soliciting or the employee being solicited.

Distribution is prohibited: (a) in any location during the working time of either the employee who is distributing or the employee to whom distribution is made; and (b) in all working areas; and (c) in all immediate resident care areas.

Bulletin Boards

Bulletin Boards maintained by the facility and are to be used only for posting and distributing material of the following nature:

- Notices containing matters directly concerning facility business; and
- Announcements of a business nature which are equally applicable and of interest to employees.

All posted material must have authorization from Human Resources. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards.

USE OF FACILITY EQUIPMENT AND PROPERTY

The facility may provide you with computers, supplies, automobiles, telephones, uniforms, equipment, and other materials necessary for you to perform your job. These items are to be used solely for purposes of carrying out your job-related duties. You are expected to exercise care in the use of facility equipment and property and use such property only for authorized purposes. loss, damages or theft of facility property should be reported at once. Inappropriate and/or negligent care and/or use of facility property may be considered grounds for discipline, up to and including termination of employment.

Use of Computer System

Access to the facility's computer systems, which includes access to the Internet and electronic mail, will be granted on an as-needed basis. The facility expects that all computer users will conduct themselves honestly and appropriately while using the computer, so as not to damage or endanger the reputation of the facility. The use of the facility's computers and software should be predominantly restricted to business use, which includes activities related to or incidental to your official assignments and/or job responsibilities. Occasional and limited use of the facility's computers and software is permitted during non-working time (i.e., breaks, lunch periods, etc.), so long as the use does not interfere with your job assignments, responsibilities and/or performance, and provided that you comply with all other relevant policies (including, but not limited to those found in this policy and the anti-harassment policy).

The following guidelines apply with respect to the facility's computer systems, in addition to all other applicable policies set forth in this Handbook and elsewhere:

- Be especially sensitive to protecting individual health information from unauthorized use or disclosure. Do not disclose any "identifiable" health information without the proper authorization required by state and federal laws and regulations and the facility's policies. "Identifiable" health information includes any and all information that could potentially identify the resident, including such things as the name of the individual, social security number, birth date, telephone number and so on.
- Refer to and abide by the facility's privacy and security policies. Files containing potentially "identifiable" health information that are transferred in any way via E-Mail or across the Internet should be encrypted or password-protected when possible, and employees transferring such information shall make all reasonable efforts to establish the identity of the individual or entity to which the information is being sent and ensure that such individual or entity has the appropriate authority to receive such information. In the event that any resident health information is transmitted in error, you must notify your supervisor, the HIPAA Compliance Officer, or the Administrator or his/her designee immediately so that steps may be taken to rectify the situation. Any questions regarding the disclosure of resident health information should be directed to the facility's HIPAA Compliance Officer, the Administrator or his/her designee.
- Do not disclose system passwords to anyone other than authorized Information Systems/IT employees. You must supply any password and/or user ID to authorized Information System/IT immediately upon request, and treat all messages as confidential and limit access only to the intended recipient.
- Always log out when away from your computer.
- Do not attempt to modify the hardware or software configuration of any part of the facility's information systems (this does not apply to Information System/IT employees in the course of performing their duties), or attempt to restrict the access of supervisors, management, or the Information Systems/IT Department to any part of the facility's information systems or the contents of those systems.
- Avoid any conduct that would adversely reflect upon the facility via E-Mail or the Internet. The system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.
- The system is not to be used to create offensive or disruptive messages or content of any kind. Among those which are considered offensive, are any messages which violate the facility's Anti-Harassment policy, including messages with sexual implications, racial slurs, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, disability, or genetic information.
- The system is not to be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.
- Content and attachments of an unknown origin should not be opened until their validity has been established, with the assistance of an authorized Information Systems/IT employee, if appropriate.
- You shall not use a code, access a file, or retrieve any stored information, unless authorized to do so.
- You are responsible for the content of all text, audio, images, video, or other information that may be placed onto or retrieved from the Internet using your system account.
- Accessing data stored on the facility's computer system remotely (e.g., accessing records from a home computer) is not permitted, unless expressly authorized by the systems administrator(s).
- Employees may only communicate with the media, analysts or in public gatherings on behalf of the facility when authorized by company officials.
- The unauthorized transmission of any proprietary information is prohibited. In the event that any proprietary information has been transmitted in error, you must notify your supervisor, the privacy

and security officer, or the Administrator or his/her designee immediately so that steps may be taken to rectify the situation.

All data sent, received, or stored on the facility's computer equipment is and shall remain the property of the facility. Therefore, you should have no expectation of privacy with respect to any computer hardware, software, electronic mail or other computer or electronic means of communication or storage, whether or not you have private access or an entry code into the computer system. The facility may access, review, audit, or intercept any information created, received, viewed or sent using the facility computer system, and may monitor the use of its computer system as necessary to assure efficient performance and appropriate use.

The facility will not be responsible for any damages that may result from use of E-Mail and/or Internet for personal reasons. Use of any information obtained through E-Mail or on the Internet is at your own risk, and you personally accept any and all responsibility and liability resulting from your personal use. The facility is not responsible for the content of any advice or information relied upon by a user from sources outside of the facility; any costs, liabilities or damages caused by the way the user chooses to use their Internet access; or any consequence of service interruptions or changes, even if these disruptions arise from circumstances under the control of the facility. The facility's E-Mail and Internet services are provided on an "as is," "as available" basis.

Any employee who violates this policy or uses the facility's computer system for improper purposes may be subject to discipline, including suspension and/or removal of system/access rights. Violations also may result in disciplinary action, up to and

including termination of employment. If you discover a violation of this policy, you are required to immediately notify your supervisor.

Use of Vehicles

Only authorized employees may operate vehicles owned by the facility. Prior to receiving authorization to operate the facility's vehicles, you must have an unrestricted, current driver's license, a good driving record, and adequate insurance coverage, as determined by the facility. The facility vehicles may only be used for authorized company business.

Any employee operating a facility vehicle must do so in a safe manner, wear his/her seat belt while operating the vehicle, and will be solely responsible for any traffic violations and all liability resulting there from. Any team member operating a facility vehicle under the influence of drugs or alcohol or in an unsafe or negligent manner will be subject to disciplinary action, up to and including immediate termination of employment. The facility has the right to search any facility vehicle at any time. Therefore, you have no expectation of privacy with respect to the facility vehicles. You must abide by the Smoking Policy inside any the facility-owned vehicle, and abide by the "Use of Cellular Telephones, PDAs, Cameras" while operating a facility-owned vehicle or using a company-provided handheld device.

Use of Telephones

The facility's telephones should be used primarily for appropriate business-related purposes, such as for activities related to or incidental to official assignments and/or job responsibilities. As a general matter, you should not use the facility's telephones to make or receive personal calls. However, the facility realizes that there may be times when you need to use the telephone for personal reasons. In such cases, it is expected that you will use good judgment in limiting the duration and frequency of such calls. Additionally, you may not make long distance personal calls on the facility phones without prior approval from your immediate supervisor. Excessive use of the facility telephones for personal reasons and making long distance calls without appropriate authorization may result in disciplinary action, up to and including termination of employment.

The telephone system is the sole and exclusive property of the facility. The facility may review phone records to determine if phones are being used appropriately. The facility's policies against sexual or other harassment (including but not limited to sexually explicit message, ethnic slurs, racial epithets, threats or ridicule) apply fully to the telephone system, and any violation of those policies is grounds for discipline, up to and including termination of employment.

Use of Voice Mail

The voice mail system is the property of the facility. It has been provided by the facility for use in conducting the facility's business. All communications and information transmitted by, received from, or stored in this system are the facility records and are the property of the facility. The voice mail system is to be used for business purposes only. Use of the voice mail system for personal purposes is prohibited. Communications via the voice-mail system should be professional and courteous. You should create voice mail communications with care, judgment and responsibility.

You should have no expectation of privacy in any matter stored in, created, received, or sent over the facility voice mail system. The facility may monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the voice mail system, for any reason. Your use of passwords or other security measures does not in any way diminish the facility's rights to access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password you use must be revealed to the facility upon request.

Even though the facility may retrieve and read any voice mail messages, those messages should still be treated as confidential by other team members and accessed only by the intended recipient. You are not authorized to retrieve or listen to any voice mail messages that are not sent to you.

The facility's policies against sexual or other harassment apply fully to the voice mail system, and any violation of those policies is grounds for discipline, up to and including termination of employment. No voice mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. If you receive such a voicemail message, you must report it to Human Resources immediately. In addition, the voice mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

Violations of this policy may result in disciplinary action, up to and including termination of employment. If you discover misuse of the voice mail system, you should immediately contact your supervisor. Any questions about this policy should be addressed to your supervisor.

USE OF CELLULAR TELEPHONES, MOBILE PHONES, CAMERAS AND OTHER SIMILAR DEVICES

Mobile Phones with cameras, such as iPhones or Androids (and similar devices), such as audio or video recorders should not be used during working time unless the device is used for the business purposes of the facility.

The facility has a duty to protect the privacy of residents and their families and visitors. Team members may not use mobile phones or devices to take photographs, video or audio recordings of residents, residents' family members or residents' pictures, unless being taken solely for the business purposes of the facility and you have received specific authorization from your supervisor.

The following additional guidelines apply to mobile phones:

- You may not make personal telephone calls, text, instant message, surf the Internet, or otherwise utilize the device for non-business related reasons during Working Time. Please ensure that your family and friends are aware of this policy.
- If your job responsibilities include driving, you are expected to refrain from using any Device while

driving unless you have hands free capabilities with the device.

- If you are charged with traffic violations resulting from use of a mobile Device, you will be solely responsible for any liability resulting therefrom.
- Taking, viewing, showing, or otherwise distributing photographs, videos, or other content of a lewd, indecent, or discriminatory nature during Working Time or on the facility property is strictly prohibited.
- The facility is not liable for the loss or theft of mobile phones/devices that are brought into the workplace.

The following additional guidelines apply to mobile devices issued by the facility:

- If you are issued the facility-owned Device, you should use it primarily for work related matters
- If The facility provides a Device, that device remains the property of the facility, including all information stored on it. There can be no expectation of privacy to any information stored on the d Device including stored voice mail messages, electronic mail, text messages or other information.
- If you are issued a facility-owned Device, you must turn over the Device upon request to the facility Management immediately and provide to the Information Systems/IT employee any password(s) that are necessary to operate the Device.
- Taking, viewing, showing, or otherwise distributing photographs, videos, or other content of a lewd or indecent nature at any time with a facility owned Device is strictly prohibited.
- To prevent confidential information from being downloaded to a home computer, you may only "sync" your facility-provided Device to your facility computer. If your Device is stolen or misplaced, you must notify the Information Systems/IT immediately. You must password protect your facility-provided Device, such that the device automatically locks after one minute of inactivity and automatically erases all content after ten failed attempts to enter the correct password. Please see the Information Systems/IT Department if you need assistance programming your handheld device to these settings.
- Devices are issued for business use only. You will be required to reimburse the facility for any charges related to your personal use of such device. You should also take care to protect the facility-owned device, as you will be responsible for the replacement or repair costs of a lost or damaged device resulting from your negligence. Upon separation of employment, you must return any facility-provided Device. If you fail to return it upon separation of employment, the cost of a replacement and any amount owed for personal use of the device may be deducted from your final paycheck (in accordance with the law).

SOCIAL MEDIA POLICY

Carespring and the facility recognizes that many of its team members participate in social media (*i.e.*, online applications that facilitate information sharing and collaboration include web-based communities, social-networking sites, video and photo-sharing platforms and sites, blogs, microblogs, and many others).

This Social Media Policy (“Policy”) is intended to assist team members who partake in social media activities to do so effectively and responsibly, and to educate team members as to their compliance obligations with respect to residents’ rights to privacy and to be free from mental abuse via the taking, saving, or distributing of demeaning or humiliating photos or recordings. This Policy is also designed to ensure that resident privacy is maintained at all times, and that residents remain free from mental abuse resulting from the taking, saving, or distributing of photos or recordings that are (or may tend to be) demeaning or humiliating to the resident.

This Policy applies to all Carespring team members, volunteers, contractors and others who provide care to residents on behalf of Carespring who participate in social media or other Internet activity, regardless of whether the conduct occurs during working or non-working time or whether Carespring equipment is used.

Application

1. **Official media sites for Carespring or the facility.** Official Carespring social media sites and applications are authorized only by and are to be maintained only by Chief Development Officer or designee. There will be only one official social media site/page per application. Only Chief Development Officer or designee

may establish an application site. No department, division or individual is authorized to create and maintain a social media application site on behalf of or in representation of Chief Development Officer and any such site created must be taken down immediately.

2. **Social media on non-working time only.** You may not engage in any form of social networking during working time and may not use your company-provided email address for Carespring to register for social media sites.
3. **Play by the rules.** Any conduct that would be grounds for discipline if performed at work will be grounds for discipline if performed online when interacting with other team members or relating to work or other team members. For example, just as Carespring does not tolerate harassment based on race, gender, religion, national origin, and other characteristic protected by law, a team member's harassing behavior in cyberspace will be grounds for discipline, up to and including termination. Likewise, threats of violence or harassment, vulgarity, obscenity, threatening behavior, intimidating behavior and harassing behavior online is grounds for discipline, up to and including termination. These rules apply even if team members are taking these actions from their home computers or on other non-work computers or handheld devices. Participants should also familiarize themselves with and abide by the third-party sites' own terms and policies.
4. **Do not disclose proprietary information.** While engaging in any form of social networking, you are prohibited from sharing proprietary information belonging to Carespring or any of its partners or vendors.
5. **Do not take pictures, videos or recordings of residents or disclose residents' protected health information (PHI). You are absolutely prohibited from using a Personal Handheld Device (including cell phones, tablets, Smartwatches, or other electronic device) and/or social media in any way that violates residents' right to privacy, violates residents' right to be free from mental abuse, would violate HIPAA, or otherwise discloses or compromises residents' protected health information or "PHI."** You may not use a Personal Handheld Device and/or social media to take, save, distribute, post, upload, send, or otherwise share or disclose (a) a photo or video of a resident, a resident's family member(s), or a resident's visitor(s), whether or not the individual is identifiable from the photo or video, (b) the name of a resident, a resident's family member(s), or a resident's visitor(s) (even if just the first name, nickname, or initials), (c) a resident's room or furnishings, or (d) any other information about a resident, a resident's family member(s), or a resident's visitor(s). Only the Administrator or designee may take a picture of a resident for publicity purposes and only after obtaining written consent in accordance with Carespring's applicable policies and procedures. Violation of this Policy and/or patient privacy laws online will be grounds for discipline, up to and including termination. Furthermore, if you see any team member taking pictures, video recordings or audio recordings or disclosing the same on social media or through a messaging platform, or violating this policy in any other manner, you must immediately notify the Administrator, as this would be considered a potential violation of resident privacy or resident rights. [See Paragraphs entitled, "Duty to report" and "Retaliation prohibited," below. Refer also to the Resident Abuse/Neglect/Misappropriation Policy.
6. **Be transparent.** If, at any time, you communicate about Carespring, you must disclose your affiliation with Carespring. However, you may never represent that you are an official spokesperson for Carespring. Carespring responds to inquiries about its business only through designated spokespersons. You may not knowingly make false statements or statements with a reckless disregard as to their falsity about Carespring, its affiliates, residents, or team members.

If you come across any false statements or statements made with a reckless disregard as to their falsity about Carespring, you should inform the Administrator right away, and they will decide what, if any, response will be taken. You may not take it upon yourself to correct such statements about **Carespring** because we respond to inquiries about our business only through designated spokespersons.

7. **Choose your connections wisely. You should refrain from connecting with residents and resident family members through social media (for example, making friend requests on Facebook). You should never feel pressured to accept or respond to any personal social media requests from anyone at Carespring or from any resident or resident family member.** However, nothing in this Policy is intended to create any right or expectation of privacy by any team member with regard to conduct performed online (refer to Paragraph entitled, “Public nature of social media,” below).
8. **Be professional.** If you identify yourself as a Carespring team member or affiliate, ensure your profile and related content is consistent with how you wish to present yourself to colleagues, patients, partners, and vendors.
9. **Online employment references.** It is Carespring’s policy that references of current or former team members on behalf of Carespring may only be made by the Business Office Coordinator. In keeping with that policy, supervisors should not make “recommendations” or “references” of current and/or former team members or their work through social media. Any such requests must be directed to the Business Office Coordinator. Job recommendations or references should only be made through designated personnel.
10. **Public nature of social media.** Information becomes public the moment it is published on the internet. In addition, information published on the internet is often “permanent” and cannot be easily retrieved (if at all) because numerous other users can copy and distribute the information. Therefore, Carespring personnel should be mindful of the public and permanent nature of the internet when engaging in conduct online.
11. **All other policies apply.** This Policy is intended to supplement—not replace— Carespring’s other personnel policies, including the Resident Abuse/Neglect/Misappropriation Policy. Policies on resident confidentiality, resident’s right to be free from abuse, controversial issues, personal use of Carespring equipment, professionalism, employment references for current or former team members, publication of articles, unlawful harassment, and other rules of conduct are not affected by this Policy. If not specifically addressed in this Policy, an issue often can be clarified by reference to other Carespring policies. Similarly, conduct that violates this Policy will be subject to the same action as set forth in Carespring’s Team Member Manuel up to and including termination.
12. **Use good judgment.** Social media is in a state of constant change and Carespring recognizes that there will likely be events or issues that are not addressed in this Policy. Therefore, the responsibility falls to each individual to use good judgment when using social media.
13. **Conduct not prohibited by this Policy.** Nothing in this Policy is designed to discourage, prohibit, or interfere with team members’ rights under federal, state, or local law, including rights under the National Labor Relations Act and rights under whistleblower statutes. Nothing in this policy shall be construed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment. Team Members have the right to engage in or refrain from such activities.
14. **Duty to report.** Just as you have a duty to report harassment of other team members or residents as well as other unlawful workplace conduct, you also have a duty to report any conduct that violates the rules set forth in this Policy. In the event that you observe such conduct by any facility personnel, you are obligated to comply with the reporting requirements set forth in the facility’s Anti-Harassment Policy and/or the Resident Abuse/Neglect/Misappropriation Policy, as applicable.
15. **Violation of this Policy. Violation of Carespring’s policies, including this Policy, or of applicable law** will be grounds for discipline, up to and including termination.
16. **Retaliation prohibited.** Carespring prohibits retaliation against any individual for reporting a possible violation of this Policy or for cooperating in an investigation. Retaliation against another team member in violation of this Policy will be grounds for discipline, up to and including termination.

SMOKING POLICY

Ohio law prohibits smoking in public places and places of employment. As such, you are prohibited at all

times from smoking inside the facility, immediately adjacent to any entrance to or exit from the facility, and in company-owned vehicles. The facility is a smoke-free campus. Smoking is not permitted on the premises or adjacent properties. The facility is not responsible for the safety of employees while outside the facility. Any violation of this policy may result in disciplinary action, up to and including termination of employment.

ANTI-HARASSMENT POLICY

The facility is committed to maintaining a work environment in which all employees can thrive free of harassment and discrimination. As such, the facility prohibits the unlawful harassment of any employee by any other employee, management representative, customer, visitor, vendor or others.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, which has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment. Similarly prohibited is conduct which degrades another person on account of:

- Race;
- National origin;
- Sex or gender;
- Religious beliefs;
- Age;
- Physical or mental disabilities;
- Military status;
- Genetic information
- Sexual orientation
- Gender identity or
- Any other classification protected by federal, state, or local law.

Examples of conduct prohibited by this policy are:

- Epithets;
- Slurs;
- Negative stereotyping;
- Circulating or posting written or graphic material within the workplace that shows hostility toward a person or group of people;
- Any other statement or act that shows hostility toward a person or group of people.

Employees that engage in harassment will be subject to appropriate disciplinary action, up to and including termination of employment. Your conduct on the Internet, through social media, and via all forms of technology will also be considered in determining whether a violation of this policy has occurred and may subject you to disciplinary action.

This Anti-Harassment policy applies to conduct that occurs at or away from the workplace, when interacting with or in regards to other the facility employees. Accordingly, keeping in mind the public nature of the social media and the Internet, you should conduct yourself online in a professional manner and in accordance with the Company's anti-harassment policy.

Sexual Harassment

While all forms of unlawful harassment are prohibited, sexual harassment deserves special mention.

Unwelcome sexual advances, requests for sexual acts or favors, threats and other verbal, visual, or physical conduct based on sex constitute sexual harassment when:

- Submitting to the sexual advances is an explicit or implicit term or condition of an individual's employment, or some adverse employment action is taken based on a failure to submit to sexual advances (e.g., an individual being demoted for refusing to date a supervisor); or
- It has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile or offensive working environment (e.g., an employee is offended by unwelcome

physical contact and it begins to interfere with his or her work performance).

Examples of sexually harassing behavior are:

- Unwelcome flirting, sexual touching, advances or propositions;
- Verbal harassment (i.e., derogatory or suggestive comments, jokes or slurs);
- Use of sexually charged or sexually degrading language (including graphic comments about an individual's body or sexual activity); or
- Visual harassment (i.e., displaying sexually suggestive objects, pictures, posters, cartoons, drawings or making obscene gestures).

Not all inappropriate behavior is unlawful harassment or unlawful sexual harassment, but the harassment described in this policy has no place at the facility. The facility expects that employees will be sensitive to one another and realize that what one person may find inoffensive might be offensive to another.

COMPLAINT PROCEDURES

The facility prohibits all forms of harassment in the workplace, but we need your help to combat it and maintain a comfortable work environment for everyone. If you have experienced or witnessed harassment, you are required to report it immediately. Due to the sensitivity and importance of these issues, we ask that you not report harassment to your immediate supervisor. Instead, harassment should be reported **to any of several higher level sources including the Administrator or the Corporate Compliance Officer. The facility will preserve confidentiality to the extent possible.**

The facility will take all complaints of harassment seriously and will conduct a prompt and thorough investigation. If an investigation reveals that a violation of this policy has occurred, the facility will take appropriate corrective action, as is necessary to resolve the issue. Upon the conclusion of the facility's investigation any employee who made a complaint will be notified of the facility's findings.

Employees should rest assured that the facility prohibits retaliation against any employee who in good faith reports harassment or cooperates in any harassment investigation.

TIME RECORDS

Each employee is responsible for clocking in and out as required by the facility. You are required to clock in or out, as appropriate, when: (i) you begin work; (ii) if you leave the campus for any reason; (iii) when you leave work. With respect to clocking in and out, you must do so no earlier than seven minutes before your scheduled starting time and no later than seven minutes after your scheduled quitting time. Once you clock in, you are expected to begin work immediately.

If you forget to clock in or out, or if you identify any other error with respect to your time records, you should notify your supervisor immediately so your time worked can be accurately recorded for payroll purposes.

Violations of this policy may result in appropriate disciplinary action, up to and including termination of employment.

PAYMENT PROCEDURES

Unless appropriate prior arrangements are made (e.g., direct deposit), your paycheck will only be given to you. All other arrangements for mailing or pick-up must be made in advance and in writing with the Payroll Department.

If the normal payday falls on a company-recognized holiday, paychecks will be distributed one workday prior to the holiday. The facility does not release any paychecks prior to the announced schedule. If an error occurs in your pay (including an improper deduction), please immediately notify your supervisor and/or the Payroll Department.

DIRECT DEPOSIT

You may elect to receive your pay through direct deposit of funds into either a savings or checking account at a bank of your choice (provided the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form can be obtained from the Payroll Department. The completed form must then be returned with a voided personal check to the Payroll Department. Please note that it may take several weeks for activation of the Direct Deposit alternative.

LOST PAYCHECKS

In the event that your paycheck becomes lost, stolen or destroyed, the Payroll Department must be notified as soon as possible so that appropriate action can be taken. Upon notification, the facility will cancel the former check and reissue a new check within seven business days.

OVERTIME

Depending on the facility's work needs, employees may be needed to work more time than originally scheduled. As stated in the Attendance section above, this time may include mandatory weekends and holidays.

You are not permitted to work in excess of 40 hours in any workweek unless granted prior approval to do so by your supervisor. If you work overtime without obtaining such approval, you will be subject to disciplinary action, up to and including termination of employment.

Pursuant to the Fair Labor Standards Act ("FLSA"), non-exempt employees are eligible for overtime compensation, at a rate of 1 ½ times the employee's regular rate of pay, for any hours worked in excess of 40 hours in a particular workweek.

MEALS AND BREAKS

Paid Breaks

During your shift, if you are an hourly employee you may take two short, 10 minute, paid breaks with the specific permission of your immediate supervisor. You should consult with your supervisor before scheduling your breaks to ensure adequate coverage in your department during the break period. Paid breaks are not guaranteed and are at the discretion of your supervisor. Given the nature of our business, emergencies may occur which require you to return early from your break to provide assistance. In such cases, you are required to promptly conclude your break when requested to do so by your supervisor.

Unpaid Meal Breaks

Depending on the length of your shift, you also may be permitted to take an unpaid meal break. Meal breaks, which are limited to 30 minutes, are "off the clock". You are not permitted to perform work while you are on an unpaid meal break. If you perform work, or if your unpaid meal period is interrupted, you should notify your supervisor so that the facility can ensure that you are appropriately paid for the time worked.

Paid breaks and meal periods may not be combined. You must stay on the premises during breaks.

BREAKS TO EXPRESS BREAST MILK AT WORK

Female employees will be permitted a reasonable, unpaid break time to express breast milk at work for the employee's nursing child when the employee has a need to do so. Please contact your supervisor and or facility administrator if you need to express breast milk at work for your nursing child, who will instruct you as to an appropriate location for doing so.

WORK WEEK

The work week at the facility begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m.

HOLIDAYS

The facility recognizes the following holidays:

- New Year's Day;
- Easter Day
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving Day; and
- Christmas Day.

To be eligible to receive holiday pay of any sort, you must work the full shift on your last regularly scheduled workday prior to the holiday, the holiday (if scheduled) and your next regularly scheduled workday immediately after the holiday.

If you satisfy the conditions stated above and you work on a recognized holiday, you will receive pay for the hours actually worked on the holiday at your overtime rate.

VACATION TIME OFF AND PERSONAL DAYS – (Effective 2017)

We believe that time away from work is important for the health and well-being of all employees.

Full time employees are eligible to accrue Paid Time Off (PTO).

- The accrual process for PTO hours is based on an employee's full time status Seniority Date. Hours will be available to use after 90 days of full time status employment.
- The accrual amount is based on years of service and number of hours worked each week according to the chart below.

PTO Accruals

- Accrual amounts shown are based on working 36 or 40 hours/week.

Years of Service	PTO Accrual Rate	PTO Accrual per pay	Annual Accrual	Max PTO Balance
0-4 years	0.050	4 hours per pay	104 hours	132 hours
5-8 years	0.069	5.54 hours per pay	144 hours	172 hours
9+ years	0.089	7.08 hours per pay	184 hours	212 hours

- Employees working 30-35.75 hours/week will receive a pro-rated PTO Accrual per pay based on hours worked per week.

Guidelines:

- Team members cannot borrow or use more time than available in his/her PTO Balance.
- Time off taken beyond PTO hours available may result in disciplinary action up to and including termination.
- Hourly team members can use PTO time in as little as quarter hour (0.25) increments.
- Salaried team members can use PTO hours in 8 hour increments.
- PTO hours will be paid at the team member's current base rate of pay for requested and available hours.
- PTO hours are not considered "hours worked" for purposes of computing overtime.
- Overtime hours are not used in the computation of PTO Accruals.
- You may be required to use available PTO hours for unscheduled absences. Unscheduled absences will also be subject to the Attendance Policy and call off occurrence procedures.

Max PTO Balance

- Team members can accrue PTO hours up until the Maximum PTO Balance is reached. The maximum amount is based on years of service as the above chart shows.
- Team members who reach the Max PTO Balance will not be granted any additional PTO Accruals until the balance is reduced below the maximum amount. PTO Accruals will resume once the team member's balance has dropped below the maximum amount.

Request for PTO Payout while employed:

- Must be employed for at least 1 year to be eligible for PTO Payout
- Minimum payout request is *one week* of time (generally 36 or 40 hours)
- PTO Payout cannot result in remaining balance to be less than *one week* of time (generally 36 or 40 hours)

PTO Payout at Termination

- Team members who have been employed less than one year and who terminate employment, either voluntarily or not, will forfeit all PTO hours.
- Team members who have been employed at least one year and who resign from their employment with proper notice (as defined in Employee Handbook) given and worked will be paid up to a maximum of 132 hours from their PTO Balance.
- Should proper resignation notice not be given or worked in its entirety, a team member will not be eligible for payout of any PTO Hours.
- PTO Hours generally cannot be used during an employee's notice period. If PTO Hours are used and/or absences occur during a team member's notice period, the notice should be extended to satisfy the proper notice requirement.

PTO Payout at Change of Employment Status

- Team members changing employment status from full time to part time or PRN and who have been employed less than one year will forfeit all PTO hours.
- Team members who have been employed at least one year and who change employment status with proper notice (as defined in the Employee Handbook) given and worked will be paid up to a maximum of 132 hours from their PTO Balance.
- Should proper notice not be given or worked in its entirety, a team member will not be eligible for payout of any PTO Hours.
- PTO Hours generally cannot be used during an employee's notice period. If PTO Hours are used and/or absences occur during a team member's notice period, the notice should be extended to satisfy the proper notice requirement.

JURY DUTY

The facility provides an unpaid leave of absence for any full-time or part-time employee who has been called to jury duty. If you receive a notice to serve for jury duty, you should immediately notify your supervisor. When you return to work you must notify your supervisor and submit a signed certificate of jury service indicating the number of days served.

When you are on jury duty you are expected to report to work as scheduled on any day that you are excused from jury duty or are dismissed early from jury duty. If you do not report to work, you may be subject to appropriate disciplinary action, up to and including termination of employment. If jury duty falls at a time when you cannot be away from work, the facility may request that the court allow you to choose a more convenient time to serve.

MILITARY LEAVE

The Uniformed Service Employment & Reemployment Rights Act (USERRA) provides that any individual who is absent from employment because of a voluntary or involuntary military services obligation has the right to reemployment and all its accompanying benefits, if all of the following occur:

- You provide advance notice to the facility of your impending military service;
- You are honorably discharged;
- The leave does not exceed the maximum length of absence (as defined by law); and
- The individual applies for reemployment in a timely manner (as defined by law).

While you are on military service leave, you will have the right to continue your group insurance benefits for up to 24 months. Failure to provide advance notice of the need for military service leave, except where impossible or precluded by military necessity, will result in cancellation of health care coverage. If you are on leave for fewer than 31 days, you must pay the regular share of your insurance premium for that month. If your leave exceeds 30 days, you must pay the full premium plus an administrative fee of 2%. If while on military service leave you do not elect continuing coverage and are reemployed after the conclusion of military leave, your healthcare coverage will be reinstated without any waiting period or limitations. You must notify Benefits Administrator within 60 days after receiving the USERRA election form if you want to continue coverage, and payments must be made monthly to maintain coverage.

VOTING

On days when elections for public office (these include elections for sheriff, school board, district attorney, and all primary and general elections) are scheduled throughout the state, county, city and/or town in which you live, the facility will make reasonable efforts to adjust your schedule to ensure that you will have the opportunity to vote. You should inform your supervisor in advance if you expect a conflict between your work schedule and the exercise of your right to vote.

FAMILY AND MEDICAL LEAVE ACT

Eligibility

If you worked twelve hundred fifty (1,250) hours in the twelve (12) month period prior to the date leave is to commence, and have been employed with the facility for a minimum of twelve (12) months, you may be eligible for unpaid leave under the Family and Medical Leave Act ("FMLA").

Leave Entitlement and the 12-Month Period

If eligible for FMLA leave, you are entitled to a maximum of twelve (12) weeks of leave in a rolling twelve (12) month period, if the reason you are seeking leave qualifies under FMLA. In some limited instances you also may be eligible for up to twenty-six (26) weeks of leave.

Types of Leave - General

If you are eligible for FMLA leave, you may take up to twelve (12) weeks of leave for any of the following reasons:

- To care for your child after birth, or placement for adoption or foster care;
- To care for your spouse, son, daughter or parent (but not parent-in-law) who has a serious health condition; or
- For your own serious health condition that makes you unable to perform your job.

Types of Leave - Military

If you are eligible for FMLA leave, you may be eligible to take leave for the following reasons:

- You may be eligible to take up to twenty-six (26) weeks of leave to care for a spouse, son, daughter,

parent or, in some cases, next of kin, who is a covered service member who is recovering from a serious illness or injury sustained in the line of duty; or

- You may be eligible to take up to twelve (12) weeks of leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on active duty with the military or has been notified of an impending call to active duty status.

If you believe that you are eligible for leave under either of these provisions, please contact Benefits Administrator..

Employment of Spouses

If you and your spouse are both employed by the facility, leave for the birth of your child or the placement of a child for adoption or foster care is limited to a combined twelve (12) weeks between you and your spouse. If you and your spouse are both employed by the facility, and one of you uses a portion of your twelve (12) week leave entitlement for the birth or placement of a child, each of you is entitled only to the unused portion of your twelve (12) week entitlement for leave taken for those reasons. Both you and your spouse will be entitled to your entire twelve (12) weeks of leave for your own serious health conditions or to care for an immediate family member with a serious health condition.

Procedures for Requesting Leave

1. Requesting Leave

- You should inform your supervisor and Benefits Administrator of your intent to take time off because of an FMLA covered reason.
- Within five (5) days after receiving your request for leave, The facility will notify you whether or not you are eligible for FMLA leave (i.e., have been employed by The facility for twelve (12) months and have worked 1,250 hours in the preceding twelve (12) months) and will let you know what additional information you will need to provide in order for us to determine whether your request for leave will be approved.
- When you request family leave or leave for a planned medical treatment, you must give thirty (30) days' notice of the date the leave is expected to commence, and the anticipated length of the leave. When the need for leave is not foreseeable, the notice should be given as soon as possible. In the case of a medical emergency, you or a family member should contact your immediate supervisor as soon as possible. A formal request for FMLA leave must be submitted as soon as you are able to do so.
- The facility's usual call-off procedures will apply except in case of emergency, and you should call at least four hours prior to your scheduled starting time.
- In the case of planned medical treatments, the facility requests that you work with us to schedule the treatment so as to minimize disruption to the facility's operations. Failure to comply with this request could result in FMLA leave being delayed or denied.
- When leave has been qualified as FMLA leave, you will be notified of your rights and responsibilities under FMLA within five (5) business days of the leave being requested.

2. Documenting Your Need for Leave

- When you request a medical leave or leave to care for a family member with a serious health condition or for your own serious health condition, you will be required to provide medical certification of the need for leave. The facility will provide you with a form for this purpose. You must comply with this request for certification as soon as possible, but not more than fifteen (15) days after the request, as a condition of leave approval.
- If there is some deficiency in the information provided by your health care provider (e.g., incomplete, non-responsive or vague information), you will be given seven (7) days to cure the deficiency. If you fail to cure the deficiencies, your request for FMLA leave may be delayed or denied.

- In some cases, you may be asked to provide authorization for the facility to contact your health care provider to clarify certain information. If you do not provide the authorization, your request for FMLA leave may be delayed or denied.
- If The facility doubts the validity of the certification that you provide, the facility has the option of requiring you to get a second opinion by a doctor chosen by the facility. The facility will pay the doctor's fee. If the two opinions differ, a jointly selected healthcare provider may resolve the difference in opinion. The opinion of the third health care provider will be considered final and binding on you and the facility.
- The facility may provisionally designate your leave as covered under FMLA while awaiting certification of your need for leave from a health care provider.

3. Medical Re-certification

- During your leave, the facility reserves the right to request re-certification of the medical condition that necessitated the leave at reasonable intervals, if the circumstances surrounding your leave have changed, if you request an extension of your leave or upon receiving information that casts doubt upon your continuing need for leave.

4. Failure to Provide Medical Certification

- Your failure to provide medical certification will cause any leave taken to be treated as an unexcused absence.

Concurrent Use of FMLA Leave and Vacation Hours

In the case of FMLA leave, you are required to use all of your vacation hours concurrently with your FMLA leave. In other words, if you have vacation leave available, you will be required to exhaust such time while taking your FMLA leave. During the time period when you are using vacation concurrently with FMLA leave, you will be paid according to the provisions of the vacation policy. Once your vacation is exhausted, the remainder of your FMLA leave will be unpaid.

Intermittent/Part-time Leave

1. Intermittent Leave

- Leave can be taken intermittently (i.e., in separate blocks of time, including in increments less than a full day) or on a reduced leave schedule (i.e., working less than full-time) when medically necessary, or if you are needed to care for an immediate family member with a serious health condition. Vacation pay for intermittent leave is paid according to the vacation policy which pays in increments of eight (8) hours.

2. Transfer to Alternate Position

- The facility has the right to transfer you to an alternate position if your intermittent leave or reduced leave schedule is less disruptive to the facility when you are placed in the alternate position.

3. Obligation to Minimize Disruption

- You must make a reasonable effort to schedule appointments during off time so that you will not miss work or disrupt the facility operations.
- The facility does not permit the use of intermittent leave or a reduced leave schedule to care for a newborn child or a child placed with you for adoption of foster care (unless the child has a serious health condition).

Benefits

1. Health Insurance

- The facility will continue to pay its share of health insurance premiums if you are on FMLA leave.
- You are required to continue paying your share of your health insurance premiums while you are on FMLA leave. If you are using paid leave (e.g., vacation pay) while on leave, the facility will make the usual deductions from your pay for your health insurance premiums. If you are taking unpaid leave, the facility will advise you on the procedure for paying your health insurance premiums while on leave.

2. Other Benefits

- Other, non-health benefits will be treated the same during FMLA leave as they are treated during other approved leaves without pay.

Reinstatement

1. General

- Under normal circumstances, upon return from FMLA leave, you will be restored to the position you held when your leave commenced, or a position with equivalent benefits, pay and other terms and conditions of employment.

2. Medical Certification

- As a condition of returning to work from FMLA leave related to your own serious health condition, you will be required to provide medical certification that you are qualified and able to perform the functions of your job.

3. Notice of Return to Work

- If you wish to return to work before the scheduled end of your leave, you must give at least two (2) working days' notice to your supervisor and Benefits Administrator.

4. Failure to Return to Work

- If you fail to return to work from FMLA leave for reasons other than the continuation of the serious health condition that prompted the leave, the facility has the right to be reimbursed for premiums paid for your health insurance coverage while you were on leave.

DISCIPLINE

You will not be disciplined for requesting and/or taking FMLA leave absent fraud, misrepresentation or dishonesty in connection with obtaining the leave.

LEAVE OF ABSENCE WITHOUT PAY

Should a situation arise that temporarily prevents you from working, and if you are not eligible for FMLA or the reason for leave does not qualify under FMLA, you may still be eligible for a personal leave of absence without pay. However, you must be employed for at least twelve (12) months prior to the requested leave, unless otherwise provided by applicable law.

When you request a leave of absence, you must give thirty (30) days' notice of the date the leave is expected to commence. Your request for a leave of absence without pay must be submitted in writing to Benefits Administrator and should include the reason for the requested leave and the anticipated duration of the leave. When the need for leave is not foreseeable, the notice should be given as soon as possible. In the case of a medical emergency, you or a family member should contact your immediate supervisor as soon as possible. A formal request for a leave of absence must be submitted as soon as you are able to do so.

If you are requesting a leave of absence due to a medical condition (either your own or that of another individual), you will be required to provide certain medical documentation supporting the need for the leave of absence. You should provide the requested information as soon as possible, but in no event more than 15 days after the request for information is made. If you fail to provide the requested medical information, your request for a leave of absence may be delayed or denied altogether.

The decision to approve or disapprove a leave will be consistent with all federal and state laws and may include consideration of the following factors: length of time requested; your job performance; your attendance record, the reasons for the leave, the effect your absence will have on resident care needs; and the expectation that you will return to work when the leave concludes. Leaves of absence without pay will be considered only after all available paid vacation and/or paid time off, if any, has been exhausted.

Continuing Benefit Plan Coverage

While on a personal unpaid leave of absence your medical coverage and other company paid benefits will end on the first day of the month following 30 days from the start of such leave. You will have the opportunity to continue your medical benefits for a maximum period of 18 months by paying the monthly premiums as required by applicable law.

Performance Appraisal

You will not receive a performance appraisal while on a leave of absence. If you are on a leave of absence during the time when your performance appraisal is scheduled, the appraisal will be completed within sixty (60) days of your return to work.

Returning/Not Returning from a Leave

If your leave of absence is related to your own medical condition, you will not be reinstated unless and until you provide medical certification that you are qualified and able to perform the functions of your job with or without a reasonable accommodation as provided by law.

When you are ready to return from a leave of absence without pay, the facility will attempt to reinstate you to your former position or to one with similar responsibilities. However, the facility cannot guarantee either that your job will remain available or that a comparable position will exist when return from an unpaid leave is sought. If the position or a suitable similar position is not available, you will be terminated. An employee who returns to work following an unpaid leave will be considered as having continuous service. If you do not return from an unpaid leave of absence without pay,

the termination date is the last day of the authorized leave period or the date you notify your supervisor that you are not returning, whichever is earlier.

MATERNITY LEAVE

If you are not eligible for FMLA leave and you become pregnant or give birth to a child, and/or have a pregnancy-related condition, you may qualify for maternity leave for purposes of childbearing and/or to care for a newborn child. Please contact your supervisor and facility administrator to inquire about taking a non-FMLA maternity leave.

BEREAVEMENT LEAVE

Under certain circumstances, bereavement leave will be made available to full-time and part-time employees. Specifically, in the unfortunate event of a death in your immediate family, you should make your supervisor aware of the situation as soon as possible. If the death and your relationship to the deceased are confirmed, an unpaid leave of absence of up to three days will be granted for the purpose of attending the funeral or memorial service. These three days are to be taken consecutively and must include the day of the funeral or

memorial service. After the expiration of these three days, you are expected to return to work unless an extension is requested and granted by your supervisor. Extensions will only be granted in exceptional circumstances and, if granted, will be unpaid.

For purposes of this policy, immediate family includes:

- Spouse;
- Birth child or step-child;
- Parents (including in-laws and step-parents);
- Siblings (including step-siblings);
- Grandparents; and
- Grandchildren.

GENERAL NOTICE

A general description of the benefits to which you may be entitled as an employee of the facility is available in a separate Benefits Guide.

This general description is not intended to, and does not provide you with all the details of these benefits and does not change or alter the terms of the official plan documents. To the extent that any of the information contained in this Benefits Guide is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases. For more complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions, which were provided to you separately.

Nothing contained in the benefit plans described in the Benefits Guide creates a promise of employment or future benefits, or a binding contract between the facility and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect. Moreover, the facility reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described in the Benefits Guide, including any health benefits that may be extended to retirees and their dependents. Further, the facility reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described in the Benefits Guide, and to decide all matters arising in connection with the operation or administration of such plans.

DISCIPLINARY PROCEDURES

The failure to abide by any of the policies and procedures in this Handbook, or any of the other rules and regulations of the facility may result in disciplinary action, up to and including termination. The following disciplinary procedures are a guide for employees who have performance and/or behavioral problems. The facility may choose from any of the following forms of discipline or a combination of any of the following forms of discipline when responding to a particular problem or deficiency. The particular form of discipline imposed will be determined on a case-by-case basis, considering, among other things, years of service, performance record, disciplinary history and the nature and severity of the offense. At its discretion, the facility may terminate an employee on the first instance of misconduct if the circumstances warrant.

COUNSELING

Counseling is an informal discussion between you and your supervisor regarding an area of deficient performance or behavior that can be improved.

VERBAL WARNINGS

A verbal warning is an open and informal discussion between you and your supervisor where your supervisor identifies a problem and, if applicable, outlines a course of corrective action (i.e., expected or desired results, suggestions for improvement, etc.) to be undertaken within a specific time frame. You should understand both the corrective action and the potential consequences (i.e., additional disciplinary action, up to and

including termination) if the problem is not corrected or reoccurs. A record of the discussion and your comments will be placed in your personnel file.

WRITTEN WARNINGS

A written warning involves both a discussion between you and your supervisor and the presentation of a written form in the presence of a management representative or another supervisor. The written warning will identify the problem and outline a course of corrective action within a specific time frame. You should clearly understand both the corrective action and the possible consequence (i.e., additional disciplinary action, up to and including termination) if the problem is not corrected or reoccurs. You should acknowledge receipt of the warning and include any additional comments of your own before signing it. A record of the warning and the discussion will be placed in your personnel file.

SUSPENSIONS/TERMINATION

A suspension is a forced work stoppage for a temporary period of time, and a termination involves a permanent separation from employment. All proposed terminations should be reviewed by Administrator prior to the action.

RESIGNATION

If you are considering leaving the facility, we hope that you will contact your immediate supervisor in advance to discuss your resignation before any final action is taken. The facility has found that this conversation can be very beneficial and sometimes alternatives to resignation can be discussed and considered.

The facility hopes that if you do choose to resign, you will provide at least two (2) weeks advance notice of your resignation for hourly (non-exempt) employees and four (4) weeks advance notice for salaried (exempt) employees. Should proper resignation notice not be given OR worked in its entirety, the team member will not be eligible for payout of ANY PTO hours. Work your schedule during your notice period. The facility, in its discretion, may elect to have you stop working immediately rather than allow you to continue working until the specified date.

I acknowledge that I have received a copy of the facility's Team Member Handbook, and I understand and agree that it is my responsibility to familiarize myself and to comply with all of the various policies and procedures discussed in this Handbook.

I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from my supervisor or facility administrator.

I understand that the facility is an "at-will" employer and as such my employment with the facility is not for any specific length of time and that either I or the facility may terminate the employment relationship for any lawful reason at any time, with or without cause and without prior notice. I further understand that aside from the owners, no employee of the facility has the authority to alter the at-will nature of my employment with the facility. Such alteration of my at-will status, if any, can only be accomplished through a written document signed by the owners.

I understand that this Handbook states certain of the facility's policies and practices in effect on the date of publication, and supersedes all prior manuals regarding employment.

I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with the facility for benefits or for any other purpose.

I understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time with or without notice.

RESIDENT BILL OF RIGHTS AND ADVOCATES

The rights of nursing facility residents are protected under law by Ohio Revised Code Section 3721.13 and are summarized below. Residents have the right to:

1. A safe and clean living environment;
2. Be free from physical, verbal, mental and emotional abuse and be treated at all times with courtesy, respect with full recognition of dignity and individuality;
3. Proper medical treatment, nursing care and other services that comprise necessary and appropriate care consistent with the program for which the resident contracted without regard to race, color, religion, national origin, age or payment source;
4. Have all reasonable requests and inquiries responded to promptly;
5. Have clothes and bed linens changed as needed to ensure comfort and sanitation;
6. Name and specialty of any physician or individual responsible for coordinating care;
7. Select staff physician of choice and select attending physician not on staff if desired;
8. Communicate with physician and staff in planning treatment and care, obtain current medical information, have access to medical records and give and withhold informed consent for treatment;
9. Withhold payment to physician if physician did not provide service;
10. Confidential treatment of personal and medical records information;
11. Privacy during medical examinations and personal care;
12. Refuse to serve as a research subject;
13. Be free from chemical and physical restraints;
14. Pharmacist of choice and pay fair market price for medications;
15. Exercise all civil rights unless adjudicated incompetent;
16. Have access to opportunities that enable the resident to achieve his or her fullest potential;
17. Consume alcoholic beverage unless contradictory to written admission policies;
18. Use tobacco unless contradictory to written admission policy;
19. Retire and rise on own schedule per request;
20. Observe religious obligations and activities, maintain individual and cultural identity, and participate in social and community groups;
21. Private and unrestricted communications, receive and send sealed, unopened correspondence, access to a telephone and private visits;
22. Privacy for visits by a spouse or share a room if both are residents of the facility;
23. Have room doors closed and not have them opened without knocking;
24. Retain and use personal clothing and possessions in a secure manner;
25. Be informed in writing of basic rate changes, services offered by the facility and charges for additional services and receive a 30 day notice of changes;
26. Receive and review itemized bills for charges on a monthly basis;
27. Be free from financial exploitation and manage own financial affairs and receive quarterly accounting of financial transactions, if this right is delegate to the facility;
28. Unrestricted access to property on deposit at the facility;
29. Reasonable notice, including explanation, before room or roommate changes;

30. Not to be transferred or discharged except for medical reasons, welfare of the resident or residents, non-payment or revocation of the facilities license or certification;
31. Voice grievance and recommendations free from restraint, reprisal, or discrimination;
32. Have significant changes in health status reported to sponsor.

NURSING HOME BILL OF RIGHTS

§ 3721.10. Definitions

- (A) "Center" means all of the following:
 - (1) A home as defined in section 3721.01 of the Revised Code;
 - (2) Any facility or part of a facility not defined as a home under section 3721.01 of the Revised Code that is certified as a skilled nursing facility under Title XVIII of the "Social Security Act," 79 Stat. 286 (1965), 42 U.S.C.A. 1395 and 1396, as amended, or as a nursing facility as defined in section 5111.20 of the Revised Code;
 - (3) A county home or district home operated pursuant to Chapter 5155. of the Revised Code.
- (B) "Resident" means a resident or a patient of a home.
- (C) "Administrator" means all of the following:
 - (1) With respect to a home as defined in section 3721.01 of the Revised Code, a nursing home administrator as defined in section 4751.01 of the Revised Code;
 - (2) With respect to a facility or part of a facility not defined as a home in section 3721.01 of the Revised Code that is authorized to provide skilled nursing facility or nursing facility services, the administrator of the facility or part of a facility;
 - (3) With respect to a county home or district home, the superintendent appointed under Chapter 5155. of the Revised Code.
- (D) "Sponsor" means an adult relative, friend, or guardian of a resident who has an interest or responsibility in the resident's welfare.
- (E) "Residents' rights advocate" means:
 - (1) An employee or representative of any state or local government entity that has a responsibility regarding residents and that has registered with the department of health under division (B) of section 3701.07 of the Revised Code;
 - (2) An employee or representative of any private nonprofit corporation or association that qualifies for tax-exempt status under section 501(a) of the "Internal Revenue Code of 1986," 100 Stat. 2085, 26 U.S.C.A. 1, as amended, and that has registered with the department of health under division (B) of section 3701.07 of the Revised Code and whose purposes include educating and counseling residents, assisting residents in resolving problems and complaints concerning their care and treatment, and assisting them in securing adequate services to meet their needs;
 - (3) A member of the general assembly.
- (F) "Physical restraint" means, but is not limited to, any article, device, or garment that interferes with the free movement of the resident and that the resident is unable to remove easily, a geriatric chair, or a locked room door.
- (G) "Chemical restraint" means any medication bearing the American hospital formulary service therapeutic class 4.00, 28:16:08, 28:24:08, or 28:24:92 that alters the functioning of the central nervous system in a manner that limits physical and cognitive functioning to the degree that the resident cannot attain the resident's highest practicable physical, mental, and psychosocial well-being.
- (H) "Ancillary service" means, but is not limited to, podiatry, dental, hearing, vision, physical therapy, occupational therapy, speech therapy, and psychological and social services.
- (I) "Facility" means a facility, or part of a facility, certified as a nursing facility or skilled nursing facility under Title XVIII or Title XIX of the "Social Security Act." "Facility" does not include an intermediate care facility for the mentally retarded, as defined in section 5111.20 of the Revised Code.
- (J) "Medicare" means the program established by Title XVIII of the "Social Security Act."

- (K) "Medicaid" means the program established by Title XIX of the "Social Security Act" and Chapter 5111. of the Revised Code.

§ 3721.11. Director to adopt rules.

- (A) The director of the department of health shall adopt rules under Chapter 119. of the Revised Code to govern procedures for the implementation of sections 3721.10 to 3721.17 of the Revised Code.
- (B) The director may adopt, amend, and repeal substantive rules under Chapter 119. of the Revised Code defining with reasonable specificity acts that violate division (A) of section 3721.13 of the Revised Code.

§ 3721.12. Duties of home administrator concerning residents' rights; grievance procedure.

- (A) The administrator of a home shall:
 - (1) With the advice of residents, their sponsors, or both, establish and review at least annually, written policies regarding the applicability and implementation of residents' rights under sections 3721.10 to 3721.17 of the Revised Code, the responsibilities of residents regarding the rights, and the home's grievance procedure established under division (A)(2) of this section. The administrator is responsible for the development of, and adherence to, procedures implementing the policies.
 - (2) Establish a grievance committee for review of complaints by residents. The grievance committee shall be comprised of the home's staff and residents, sponsors, or outside representatives in a ratio of not more than one staff member to every two residents, sponsors, or outside representatives.
 - (3) Furnish to each resident and sponsor prior to or at the time of admission, and to each member of the home's staff, at least one of each of the following:
 - (a) A copy of the rights established under sections 3721.10 to 3721.17 of the Revised Code;
 - (b) A written explanation of the provisions of sections 3721.16 to 3721.162 [3721.16.2] of the Revised Code;
 - (c) A copy of the home's policies and procedures established under this section;
 - (d) A copy of the home's rules;
 - (e) A copy of the addresses and telephone numbers of the board of health of the health district of the county in which the home is located, the county department of job and family services of the county in which the home is located, the state departments of health and job and family services, the state and local offices of the department of aging, and any Ohio nursing home ombudsperson program.
- (B) Written acknowledgment of the receipt of copies of the materials listed in this section shall be made part of the resident's record and the staff member's personnel record
- (C) The administrator shall post all of the following prominently within the home:
 - (1) A copy of the rights of residents as listed in division (A) of section 3721.13 of the Revised Code;
 - (2) A copy of the home's rules and its policies and procedures regarding the rights and responsibilities of residents;
 - (3) A notice that a copy of this chapter, rules of the department of health applicable to the home, and federal regulations adopted under the Medicare and Medicaid programs, and the materials required to be available in the home under section 3721.021 [3721.02.1] of the Revised Code, are available for inspection in the home at reasonable hours;
 - (4) A list of residents' rights advocates;
 - (5) A notice that the following are available in a place readily accessible to residents:
 - (a) If the home is licensed under section 3721.02 of the Revised Code, a copy of the most recent licensure inspection report prepared for the home under that section;
 - (b) If the home is a facility, a copy of the most recent statement of deficiencies issued to the home under section 5111.42 of the Revised Code.
- (D) The administrator of a home may, with the advice of residents, their sponsors, or both, establish written policies regarding the applicability and administration of any additional residents' rights beyond those set

forth in sections 3721.10 to 3721.17 of the Revised Code, and the responsibilities of residents regarding the rights. Policies established under this division shall be reviewed, and procedures developed and adhered to as in division (A)(1) of this section.

§ 3721.121. Criminal records check for prospective employees providing direct care to older adult.

(A) As used in this section:

- (1) "Adult day-care program" means a program operated pursuant to rules adopted by the public health council under section 3721.04 of the Revised Code and provided by and on the same site as homes licensed under this chapter.
- (2) "Applicant" means a person who is under final consideration for employment with a home or adult day-care program in a full-time, part-time, or temporary position that involves providing direct care to an older adult. "Applicant" does not include a person who provides direct care as a volunteer without receiving or expecting to receive any form of remuneration other than reimbursement for actual expenses.
- (3) "Criminal records check" and "older adult" have the same meanings as in section 109.572 [109.57.2] of the Revised Code.
- (4) "Center" means a home as defined in section 3721.10 of the Revised Code.

(B)(1) Except as provided in division (I) of this section, the chief administrator of a home or adult day-care program shall request that the superintendent of the bureau of criminal identification and investigation conduct a criminal record check with respect to each applicant. If an applicant for whom a criminal records check request is required under this division does not present proof of having been a resident of this state for the five-year period immediately prior to the date the criminal records check is requested or provide evidence that within that five-year period the superintendent has requested information about the applicant from the federal bureau of investigation in a criminal records check, the chief administrator shall request that the superintendent obtain information from the federal bureau of investigation as part of the criminal records check of the applicant. Even if an applicant for whom a criminal record check request is required under this division presents proof of having been a resident of this state for the five-year period, the chief administrator may request that the superintendent include information from the federal bureau of investigation in the criminal records check.

- (2) A person required by division (B)(1) of this section to request a criminal records check shall do both of the following:
 - (a) Provide to each applicant for whom a criminal record check request is required under that division a copy of the form prescribed pursuant to division (C)(1) of section 109.572 [109.57.2] of the Revised Code and a standard fingerprint impression sheet prescribed pursuant to division (C)(2) of that section, and obtain the completed form and impression sheet from the applicant;
 - (b) Forward the completed form and impression sheet to the superintendent of the bureau of criminal identification and investigation.
- (3) An applicant provided the form and fingerprint impression sheet under division (B)(2)(a) of this section who fails to complete the form or provide fingerprint impressions shall not be employed in any position for which a criminal records check is required by this section.

(C)(1) Except as provided in rules adopted by the director of health in accordance with division (F) of this section and subject to division (C)(2) of this section, no home or adult day-care program shall employ a person in a position that involves providing direct care to an older adult if the person has been convicted of or pleaded guilty to any of the following:

- (a) A violation of section 2903.01, 2903.02, 2903.03, 2903.04, 2903.11, 2903.12, 2903.13, 2903.16, 2903.21, 2903.34, 2905.01, 2905.02, 2905.11, 2905.12, 2907.02, 2907.03, 2907.05, 2907.06, 2907.07, 2907.08, 2907.09, 2907.12, 2907.25, 2907.31, 2907.32, 2907.321, 2907.322, 2907.323 [2907.32.1, 2907.32.2, 2907.32.3], 2911.01, 2911.02, 2911.11, 2911.12, 2911.13, 2913.02, 2913.03, 2913.04, 2913.11, 2913.21, 2913.31, 2913.40, 2913.43, 2913.47, 2913.51, 2919.25, 2921.36, 2923.12, 2923.13, 2923.161 [2923.16.1], 2925.02, 2925.03, 2925.11, 2925.13, 2925.22,

2925.23, or 3716.11 of the Revised Code.

- (b) A violation of an existing or former law of this state, any other state, or the United States that is substantially equivalent to any of the offenses listed in division (C)(1)(a) of this section.

(2)(a) A home or an adult day-care program may employ conditionally an applicant for whom a criminal records check request is required under division (B) of this section prior to obtaining the results of a criminal records check regarding the individual, provided that the home or program shall request a criminal records check regarding the individual in accordance with division (B)(1) of this section not later than five business days after the individual begins conditional employment. In the circumstances described in division (I)(2) of this section, a home or adult day-care program may employ conditionally an applicant who has been referred to the home or adult day-care program by an employment service that supplies full-time, part-time, or temporary staff for positions involving the direct care of older adults and for whom, pursuant to that division, a criminal records check is not required under division (B) of this section.

- (b) A home or adult day-care program that employs an individual conditionally under authority of division (C)(2)(a) of this section shall terminate the individual's employment if the results of the criminal records check requested under division (B) of this section or described in division (I)(2) of this section, other than the results of any request for information from the federal bureau of investigation, are not obtained within the period ending thirty days after the date the request is made. Regardless of when the results of the criminal records check are obtained, if the results indicate that the individual has been convicted of or pleaded guilty to any of the offenses listed or described in division (C)(1) of this section, the home or program shall terminate the individual's employment unless the home or program chooses to employ the individual pursuant to division (F) of this section. Termination of employment under this division shall be considered just cause for discharge for purposes of division (D)(2) of section 4141.29 of the Revised Code if the individual makes any attempt to deceive the home or program about the individual's criminal record.

(D) (1) Each home or adult day-care program shall pay to the bureau of criminal identification and investigation the fee prescribed pursuant to division (C)(3) of section 109.572 [109.57.2] of the Revised Code for each criminal records check conducted pursuant to a request made under division (B) of this section.

(2) A home or adult day-care program may charge an applicant a fee not exceeding the amount the home or program pays under division (D)(1) of this section. A home or program may collect a fee only if both of the following apply:

- (a) The home or program notifies the person at the time of initial application for employment of the amount of the fee and that, unless the fee is paid, the person will not be considered for employment;
- (b) The medical assistance program established under Chapter 5111. of the Revised Code does not reimburse the home or program the fee it pays under division (D)(1) of this section.

(E) The report of any criminal records check conducted pursuant to a request made under this section is not a public record for the purposes of section 149.43 of the Revised Code and shall not be made available to any person other than the following:

- (1) The individual who is the subject of the criminal records check or the individual's representative;
- (2) The chief administrator of the home or program requesting the criminal records check or the administrator's representative;
- (3) The administrator of any other facility, agency, or program that provides direct care to older adults that is owned or operated by the same entity that owns or operates the home or program;
- (4) A court, hearing officer, or other necessary individual involved in a case dealing with a denial of employment of the applicant or dealing with employment or unemployment benefits of the applicant;
- (5) Any person to whom the report is provided pursuant to, and in accordance with, division (I)(1) or (2) of this section;
- (6) The board of nursing for purposes of accepting and processing an application for a medication aide certificate issued under Chapter 4723. of the Revised Code.

- (F) In accordance with section 3721.11 of the Revised Code, the director of health shall adopt rules to implement this section. The rules shall specify circumstances under which a home or adult day-care program may employ a person who has been convicted of or pleaded guilty to an offense listed or described in division (C)(1) of this section but meets personal character standards set by the director.
- (G) The chief administrator of a home or adult day-care program shall inform each individual, at the time of initial application for a position that involves providing direct care to an older adult, that the individual is required to provide a set of fingerprint impressions and that a criminal records check is required to be conducted if the individual comes under final consideration for employment.
- (H) In a tort or other civil action for damages that is brought as the result of an injury, death, or loss to person or property caused by an individual who a home or adult day-care program employs in a position that involves providing direct care to older adults, all of the following shall apply:
 - (1) If the home or program employed the individual in good faith and reasonable reliance on the report of a criminal records check requested under this section, the home or program shall not be found negligent solely because of its reliance on the report, even if the information in the report is determined later to have been incomplete or inaccurate;
 - (2) If the home or program employed the individual in good faith on a conditional basis pursuant to division (C)(2) of this section, the home or program shall not be found negligent solely because it employed the individual prior to receiving the report of a criminal records check requested under this section;
 - (3) If the home or program in good faith employed the individual according to the personal character standards established in rules adopted under division (F) of this section, the home or program shall not be found negligent solely because the individual prior to being employed had been convicted of or pleaded guilty to an offense listed or described in division (C)(1) of this section.
- (I) (1) The chief administrator of a home or adult day-care program is not required to request that the superintendent of the bureau of criminal identification and investigation conduct a criminal record check of an applicant if the applicant has been referred to the home or program by an employment service that supplies full-time, part-time, or temporary staff for positions involving the direct care of older adults and both of the following apply:
 - (a) The chief administrator receives from the employment service or the applicant a report of the results of a criminal records check regarding the applicant that has been conducted by the superintendent within the one-year period immediately preceding the applicant's referral;
 - (b) The report of the criminal records check demonstrates that the person has not been convicted of or pleaded guilty to an offense listed or described in division (C)(1) of this section, or the report demonstrates that the person has been convicted of or pleaded guilty to one or more of those offenses, but the home or adult day-care program chooses to employ the individual pursuant to division (F) of this section.
- (2) The chief administrator of a home or adult day-care program is not required to request that the superintendent of the bureau of criminal identification and investigation conduct a criminal records check of an applicant and may employ the applicant conditionally as described in this division, if the applicant has been referred to the home or program by an employment service that supplies full-time, part-time, or temporary staff for positions involving the direct care of older adults and if the chief administrator receives from the employment service or the applicant a letter from the employment service that is on the letterhead of the employment service, dated, and signed by a supervisor or another designated official of the employment service and that states that the employment service has requested the superintendent to conduct a criminal records check regarding the applicant, that the requested criminal records check will include a determination of whether the applicant has been convicted of or pleaded guilty to any offense listed or described in division (C)(1) of this section, that, as of the date set forth on the letter, the employment service had not received the results of the criminal records check, and that, when the employment service receives the results of the criminal records check, it promptly will send a copy of the results to the home or adult day-care program. If a home or adult day-care program employs an applicant conditionally in accordance with this division, the employment service, upon its receipt of the results of the criminal records check,

promptly shall send a copy of the results to the home or adult day-care program, and division (C)(2)(b) of this section applies regarding the conditional employment.

§ 3721.13. Residents' rights; sponsor may protect rights.

- (A) The rights of residents of a home shall include, but are not limited to, the following:
- (1) The right to a safe and clean living environment pursuant to the medicare and medicaid programs and applicable state laws and regulations prescribed by the public health council;
 - (2) The right to be free from physical, verbal, mental, and emotional abuse and to be treated at all times with courtesy, respect, and full recognition of dignity and individuality;
 - (3) Upon admission and thereafter, the right to adequate and appropriate medical treatment and nursing care and to other ancillary services that comprise necessary and appropriate care consistent with the program for which the resident contracted. This care shall be provided without regard to considerations such as race, color, religion, national origin, age, or source of payment for care.
 - (4) The right to have all reasonable requests and inquiries responded to promptly;
 - (5) The right to have clothes and bed sheets changed as the need arises, to ensure the resident's comfort or sanitation;
 - (6) The right to obtain from the home, upon request, the name and any specialty of any physician or other person responsible for the resident's care or for the coordination of care;
 - (7) The right, upon request, to be assigned, within the capacity of the home to make the assignment, to the staff physician of the resident's choice, and the right, in accordance with the rules and written policies and procedures of the home, to select as the attending physician a physician who is not on the staff of the home. If the cost of a physician's services is to be met under a federally supported program, the physician shall meet the federal laws and regulations governing such services.
 - (8) The right to participate in decisions that affect the resident's life, including the right to communicate with the physician and employees of the home in planning the resident's treatment or care and to obtain from the attending physician complete and current information concerning medical condition, prognosis, and treatment plan, in terms the resident can reasonably be expected to understand; the right of access to all information in the resident's medical record; and the right to give or withhold informed consent for treatment after the consequences of that choice have been carefully explained. When the attending physician finds that it is not medically advisable to give the information to the resident, the information shall be made available to the resident's sponsor on the resident's behalf, if the sponsor has a legal interest or is authorized by the resident to receive the information. The home is not liable for a violation of this division if the violation is found to be the result of an act or omission on the part of a physician selected by the resident who is not otherwise affiliated with the home.
 - (9) The right to withhold payment for physician visitation if the physician did not visit the resident;
 - (10) The right to confidential treatment of personal and medical records, and the right to approve or refuse the release of these records to any individual outside the home, except in case of transfer to another home, hospital, or health care system, as required by law or rule, or as required by a third-party payment contract;
 - (11) The right to privacy during medical examination or treatment and in the care of personal or bodily needs;
 - (12) The right to refuse, without jeopardizing access to appropriate medical care, to serve as a medical research subject;
 - (13) The right to be free from physical or chemical restraints or prolonged isolation except to the minimum extent necessary to protect the resident from injury to self, others, or to property and except as authorized in writing by the attending physician for a specified and limited period of time and documented in the resident's medical record. Prior to authorizing the use of a physical or chemical restraint on any resident, the attending physician shall make a personal examination of the resident and an individualized determination of the need to use the restraint on that resident;

Physical or chemical restraints or isolation may be used in an emergency situation without authorization of the attending physician only to protect the resident from injury to self or others. Use of the physical or chemical restraints or isolation shall not be continued for more than twelve hours after the onset of the emergency without personal examination and authorization by the attending physician. The attending physician or a staff physician may authorize continued use of physical or chemical restraints for a period not to exceed thirty days, and at the end of this period and any subsequent period may extend the authorization for an additional period of not more than thirty days. The use of physical or chemical restraints shall not be continued without a personal examination of the resident and the written authorization of the attending physician stating the reasons for continuing the restraint;

If physical or chemical restraints are used under this division, the home shall ensure that the restrained resident receives a proper diet. In no event shall physical or chemical restraints or isolation be used for punishment, incentive, or convenience;

- (14) The right to the pharmacist of the resident's choice and the right to receive pharmaceutical supplies and services at reasonable prices not exceeding applicable and normally accepted prices for comparably packaged pharmaceutical supplies and services within the community;
- (15) The right to exercise all civil rights, unless the resident has been adjudicated incompetent pursuant to Chapter 2111. of the Revised Code and has not been restored to legal capacity, as well as the right to the cooperation of the home's administrator in making arrangements for the exercise of the right to vote;
- (16) The right of access to opportunities that enable the resident, at the resident's own expense or at the expense of a third-party payer, to achieve the resident's fullest potential, including educational, vocational, social, recreational, and habilitation programs;
- (17) The right to consume a reasonable amount of alcoholic beverages at the resident's own expense, unless not medically advisable as documented in the resident's medical record by the attending physician or unless contradictory to written admission policies;
- (18) The right to use tobacco at the resident's own expense under the home's safety rules and under applicable laws and rules of the state, unless not medically advisable as documented in the resident's medical record by the attending physician or unless contradictory to written admission policies;
- (19) The right to retire and rise in accordance with the resident's reasonable requests, if the resident does not disturb others or the posted meal schedules and upon the home's request remains in a supervised area, unless not medically advisable as documented by the attending physician;
- (20) The right to observe religious obligations and participate in religious activities; the right to maintain individual and cultural identity; and the right to meet with and participate in activities of social and community groups at the resident's or the group's initiative;
- (21) The right upon reasonable request to private and unrestricted communications with the resident's family, social worker, and any other person, unless not medically advisable as documented in the resident's medical record by the attending physician, except that communications with public officials or with the resident's attorney or physician shall not be restricted. Private and unrestricted communications shall include, but are not limited to, the right to:
 - (a) Receive, send, and mail sealed, unopened correspondence;
 - (b) Reasonable access to a telephone for private communications;
 - (c) Private visits at any reasonable hour.
- (22) The right to assured privacy for visits by the spouse, or if both are residents of the same home, the right to share a room within the capacity of the home, unless not medically advisable as documented in the resident's medical record by the attending physician;
- (23) The right upon reasonable request to have room doors closed and to have them not opened without knocking, except in the case of an emergency or unless not medically advisable as documented in the resident's medical record by the attending physician;

- (24) The right to retain and use personal clothing and a reasonable amount of possessions, in a reasonably secure manner, unless to do so would infringe on the rights of other residents or would not be medically advisable as documented in the resident's medical record by the attending physician;
- (25) The right to be fully informed, prior to or at the time of admission and during the resident's stay, in writing, of the basic rate charged by the home, of services available in the home, and of any additional charges related to such services, including charges for services not covered under the medicare or medicaid program. The basic rate shall not be changed unless thirty days notice is given to the resident or, if the resident is unable to understand this information, to the resident's sponsor.
- (26) The right of the resident and person paying for the care to examine and receive a bill at least monthly for the resident's care from the home that itemizes charges not included in the basic rates;
- (27) (a) The right to be free from financial exploitation;
(b) The right to manage the resident's own personal financial affairs, or, if the resident has delegated this responsibility in writing to the home, to receive upon written request at least a quarterly accounting statement of financial transactions made on the resident's behalf. The statement shall include:
 - (i) A complete record of all funds, personal property, or possessions of a resident from any source whatsoever, that have been deposited for safekeeping with the home for use by the resident or the resident's sponsor;
 - (ii) A listing of all deposits and withdrawals transacted, which shall be substantiated by receipts which shall be available for inspection and copying by the resident or sponsor.
- (28) The right of the resident to be allowed unrestricted access to the resident's property on deposit at reasonable hours, unless requests for access to property on deposit are so persistent, continuous, and unreasonable that they constitute a nuisance;
- (29) The right to receive reasonable notice before the resident's room or roommate is changed, including an explanation of the reason for either change.
- (30) The right not to be transferred or discharged from the home unless the transfer is necessary because of one of the following:
 - (a) The welfare and needs of the resident cannot be met in the home.
 - (b) The resident's health has improved sufficiently so that the resident no longer needs the services provided by the home.
 - (c) The safety of individuals in the home is endangered.
 - (d) The health of individuals in the home would otherwise be endangered.
 - (e) The resident has failed, after reasonable and appropriate notice, to pay or to have the medicare or medicaid program pay on the resident's behalf, for the care provided by the home. A resident shall not be considered to have failed to have the resident's care paid for if the resident has applied for medicaid, unless both of the following are the case:
 - (i) The resident's application, or a substantially similar previous application, has been denied by the county department of job and family services.
 - (ii) If the resident appealed the denial pursuant to division (C) of section 5101.35 of the Revised Code, the director of job and family services has upheld the denial.
 - (f) The home's license has been revoked, the home is being closed pursuant to section 3721.08, sections 5111.35 to 5111.62, or section 5155.31 of the Revised Code, or the home otherwise ceases to operate.
 - (g) The resident is a recipient of medicaid, and the home's participation in the medicaid program is involuntarily terminated or denied.
 - (h) The resident is a beneficiary under the Medicare program, and the home's participation in the Medicare program is involuntarily terminated or denied.
- (31) The right to voice grievances and recommend changes in policies and services to the home's staff, to employees of the department of health, or to other persons not associated with the operation of the home, of the resident's choice, free from restraint, interference, coercion, discrimination, or reprisal. This right includes access to a residents' rights advocate, and the right to be a member of, to

be active in, and to associate with persons who are active in organizations of relatives and friends of nursing home residents and other organizations engaged in assisting residents.

- (32) The right to have any significant change in the resident's health status reported to the resident's sponsor. As soon as such a change is known to the home's staff, the home shall make a reasonable effort to notify the sponsor within twelve hours.
- (B) A sponsor may act on a resident's behalf to assure that the home does not deny the residents' rights under sections 3721.10 to 3721.17 of the Revised Code.
- (C) Any attempted waiver of the rights listed in division (A) of this section is void.

§ 3721.14. Duties of home to implement rights; certain persons to have access to home.

To assist in the implementation of the rights granted in division (A) of section 3721.13 of the Revised Code, each home shall provide:

- (A) Appropriate staff training to implement each resident's rights under division (A) of section 3721.13 of the Revised Code, including, but not limited to, explaining:
 - (1) The resident's rights and the staff's responsibility in the implementation of the rights;
 - (2) The staff's obligation to provide all residents who have similar needs with comparable service.
- (B) Arrangements for a resident's needed ancillary services;
- (C) Protected areas outside the home for residents to enjoy outdoor activity, within the capacity of the facility, consistent with applicable laws and rules;
- (D) Adequate indoor space, which need not be dedicated to that purpose, for families of residents to meet privately with families of other residents;
- (E) Access to the following persons to enter the home during reasonable hours, except where such access would interfere with resident care or the privacy of residents:
 - (1) Employees of the department of health, department of mental health, department of mental retardation and developmental disabilities, department of aging, department of job and family services, and county departments of job and family services;
 - (2) Prospective residents and their sponsors;
 - (3) A resident's sponsors;
 - (4) Residents' rights advocates;
 - (5) A resident's attorney;
 - (6) A minister, priest, rabbi, or other person ministering to a resident's religious needs.
- (F) In writing, a description of the home's grievance procedures.

§ 3721.15. Authorization to handle residents' financial affairs; accounts; return of funds.

- (A) Authorization from a resident or a sponsor with a power of attorney for a home to manage the resident's financial affairs shall be in writing and shall be attested to by a witness who is not connected in any manner whatsoever with the home or its administrator. The home shall maintain accounts pursuant to division (A)(27) of section 3721.13 of the Revised Code. Upon the resident's transfer, discharge, or death, the account shall be closed and a final accounting made. All remaining funds shall be returned to the resident or resident's sponsor, except in the case of death, when all remaining funds shall be transferred or used in accordance with section 5111.113 [5111.11.3] of the Revised Code.
- (B) A home that manages a resident's financial affairs shall deposit the resident's funds in excess of one hundred dollars, and may deposit the resident's funds that are one hundred dollars or less, in an interest-bearing account separate from any of the home's operating accounts. Interest earned on the resident's funds shall be credited to the resident's account. A resident's funds that are one hundred dollars or less and have not been deposited in an interest-bearing account may be deposited in a noninterest-bearing account or petty cash fund.
- (C) Each resident whose financial affairs are managed by a home shall be promptly notified by the home when the total of the amount of funds in the resident's accounts and the petty cash fund plus other nonexempt resources reaches two hundred dollars less than the maximum amount permitted a recipient of Medicaid.

The notice shall include an explanation of the potential effect on the resident's eligibility for Medicaid if the amount in the resident's accounts and the petty cash fund, plus the value of other nonexempt resources, exceeds the maximum assets a Medicaid recipient may retain.

- (D) Each home that manages the financial affairs of residents shall purchase a surety bond or otherwise provide assurance satisfactory to the director of health, or, in the case of a home that participates in the Medicaid program, to the director of job and family services, to assure the security of all residents' funds managed by the home.

§ 3721.16. Residents' rights concerning transfer or discharge.

For each resident of a home, notice of a proposed transfer or discharge shall be in accordance with this section.

- (A) (1) The administrator of a home shall notify a resident in writing, and the resident's sponsor in writing by certified mail, return receipt requested, in advance of any proposed transfer or discharge from the home. The administrator shall send a copy of the notice to the state department of health. The notice shall be provided at least thirty days in advance of the proposed transfer or discharge, unless any of the following applies:

- (a) The resident's health has improved sufficiently to allow a more immediate discharge or transfer to a less skilled level of care;
- (b) The resident has resided in the home less than thirty days;
- (c) An emergency arises in which the safety of individuals in the home is endangered;
- (d) An emergency arises in which the health of individuals in the home would otherwise be endangered;
- (e) An emergency arises in which the resident's urgent medical needs necessitate a more immediate transfer or discharge.

In any of the circumstances described in divisions (A)(1)(a) to (e) of this section, the notice shall be provided as many days in advance of the proposed transfer or discharge as is practicable.

- (2) The notice required under division (A)(1) of this section shall include all of the following:

- (a) The reasons for the proposed transfer or discharge;
- (b) The proposed date the resident is to be transferred or discharged;
- (c) The proposed location to which the resident is to be transferred or discharged;
- (d) Notice of the right of the resident and the resident's sponsor to an impartial hearing at the home on the proposed transfer or discharge, and of the manner in which and the time within which the resident or sponsor may request a hearing pursuant to section 3721.161 [3721.16.1] of the Revised Code;
- (e) A statement that the resident will not be transferred or discharged before the date specified in the notice unless the home and the resident or, if the resident is not competent to make a decision, the home and the resident's sponsor, agree to an earlier date;
- (f) The address of the legal services office of the department of health;
- (g) The name, address, and telephone number of a representative of the state long-term care ombudsperson program and, if the resident or patient has a developmental disability or mental illness, the name, address, and telephone number of the Ohio legal rights service.

- (B) No home shall transfer or discharge a resident before the date specified in the notice required by division (A) of this section unless the home and the resident or, if the resident is not competent to make a decision, the home and the resident's sponsor, agree to an earlier date.
- (C) Transfer or discharge actions shall be documented in the resident's medical record by the home if there is a medical basis for the action.
- (D) A resident or resident's sponsor may challenge a transfer or discharge by requesting an impartial hearing pursuant to section 3721.161 [3721.16.1] of the Revised Code, unless the transfer or discharge is required because of one of the following reasons:
- (1) The home's license has been revoked under this chapter;

- (2) The home is being closed pursuant to section 3721.08, sections 5111.35 to 5111.62, or section 5155.31 of the Revised Code;
 - (3) The resident is a recipient of Medicaid and the home's participation in the Medicaid program has been involuntarily terminated or denied by the federal government;
 - (4) The resident is a beneficiary under the Medicare program and the home's certification under the Medicare program has been involuntarily terminated or denied by the federal government.
- (E) If a resident is transferred or discharged pursuant to this section, the home from which the resident is being transferred or discharged shall provide the resident with adequate preparation prior to the transfer or discharge to ensure a safe and orderly transfer or discharge from the home, and the home or alternative setting to which the resident is to be transferred or discharged shall have accepted the resident for transfer or discharge.
- (F) At the time of a transfer or discharge of a resident who is a recipient of Medicaid from a home to a hospital or for therapeutic leave, the home shall provide notice in writing to the resident and in writing by certified mail, return receipt requested, to the resident's sponsor, specifying the number of days, if any, during which the resident will be permitted under the Medicaid program to return and resume residence in the home and specifying the Medicaid program's coverage of the days during which the resident is absent from the home. An individual who is absent from a home for more than the number of days specified in the notice and continues to require the services provided by the facility shall be given priority for the first available bed in a semi-private room.

§ 3721.161. Resident or sponsor may request hearing challenging proposed transfer or discharge.

- (A) Not later than thirty days after the date a resident or the resident's sponsor receives notice of a proposed transfer or discharge, whichever is later, the resident or resident's sponsor may challenge the proposed transfer or discharge by submitting a written request for a hearing to the state department of health. On receiving the request, the department shall conduct a hearing in accordance with section 3721.162 [3721.16.2] of the Revised Code to determine whether the proposed transfer or discharge complies with division (A)(30) of section 3721.13 of the Revised Code.
- (B) Except in the circumstances described in divisions (A)(1)(a) to (e) of section 3721.16 of the Revised Code, if a resident or resident's sponsor submits a written hearing request not later than ten days after the resident or the resident's sponsor received notice of the proposed transfer or discharge, whichever is later, the home shall not transfer or discharge the resident unless the department determines after the hearing that the transfer or discharge complies with division (A)(30) of section 3721.13 of the Revised Code or the department's determination to the contrary is reversed on appeal.
- (C) If a resident or resident's sponsor does not request a hearing pursuant to division (A) of this section, the home may transfer or discharge the resident on the date specified in the notice required by division (A) of section 3721.16 of the Revised Code or thereafter, unless the home and the resident or, if the resident is not competent to make a decision, the home and the resident's sponsor, agree to an earlier date.
- (D) If the resident or resident's sponsor requests a hearing in writing pursuant to division (A) of this section and the home transfers or discharges the resident before the department issues a hearing decision, the home shall readmit the resident in the first available bed if the department determines after the hearing that the transfer or discharge does not comply with division (A)(30) of section 3721.13 of the Revised Code or the department's determination to the contrary is reversed on appeal.

§ 3721.162. Determination concerning transfer or discharge; appeals.

- (A) On receiving a request pursuant to section 3721.161 [3721.16.1] of the Revised Code, the department of health shall conduct hearings under this section in accordance with 42 C.F.R. 431, subpart E, to determine whether the proposed transfer or discharge complies with division (A)(30) of section 3721.13 of the Revised Code.
- (B) The department shall employ or contract with an attorney to serve as hearing officer. The hearing officer shall conduct a hearing in the home not later than ten days after the date the department receives a request

pursuant to section 3721.161 [3721.16.1] of the Revised Code, unless the resident and the home or, if the resident is not competent to make a decision, the resident's sponsor and the home, agree otherwise. The hearing shall be recorded on audiotape, but neither the recording nor a transcript of the recording shall be part of the official record of the hearing. A hearing conducted under this section is not subject to section 121.22 of the Revised Code.

- (C) Unless the parties otherwise agree, the hearing officer shall issue a decision within five days of the date the hearing concludes. In all cases, a decision shall be issued not later than thirty days after the department receives a request pursuant to section 3721.161 [3721.16.1] of the Revised Code. The hearing officer's decision shall be served on the resident or resident's sponsor and the home by certified mail. The hearing officer's decision shall be considered the final decision of the department.
- (D) A resident, resident's sponsor, or home may appeal the decision of the department to the court of common pleas pursuant to section 119.12 of the Revised Code. The appeal shall be governed by section 119.12 of the Revised Code, except for all of the following:
 - (1) The resident, resident's sponsor, or home shall file the appeal in the court of common pleas of the county in which the home is located.
 - (2) The resident or resident's sponsor may apply to the court for designation as an indigent and, if the court grants the application, the resident or resident's sponsor shall not be required to furnish the costs of the appeal.
 - (3) The appeal shall be filed with the department and the court within thirty days after the hearing officer's decision is served. The appealing party shall serve the opposing party a copy of the notice of appeal by hand-delivery or certified mail, return receipt requested. If the home is the appealing party, it shall provide a copy of the notice of appeal to both the resident and the resident's sponsor or attorney, if known.
 - (4) The department shall not file a transcript of the hearing with the court unless the court orders it to do so. The court shall issue such an order only if it finds that the parties are unable to stipulate to the facts of the case and that the transcript is essential to the determination of the appeal. If the court orders the department to file the transcript, the department shall do so not later than thirty days after the day the court issues the order.
- (E) The court shall not require an appellant to pay a bond as a condition of issuing a stay pending its decision.
- (F) The resident, resident's sponsor, home, or department may commence a civil action in the court of common pleas of the county in which the home is located to enforce the decision of the department or the court. If the court finds that the resident or home has not complied with the decision, it shall enjoin the violation and order other appropriate relief, including attorney's fees.

§ 3721.17. Resident may file grievance; procedure upon complaint to department of health; retaliation prohibited; cause of action for violation.

- (A) Any resident who believes that the resident's rights under sections 3721.10 to 3721.17 of the Revised Code have been violated may file a grievance under procedures adopted pursuant to division (A)(2) of section 3721.12 of the Revised Code.

When the grievance committee determines a violation of sections 3721.10 to 3721.17 of the Revised Code has occurred, it shall notify the administrator of the home. If the violation cannot be corrected within ten days, or if ten days have elapsed without correction of the violation, the grievance committee shall refer the matter to the department of health.
- (B) Any person who believes that a resident's rights under sections 3721.10 to 3721.17 of the Revised Code have been violated may report or cause reports to be made of the information directly to the department of health. No person who files a report is liable for civil damages resulting from the report.
- (C) (1) Within thirty days of receiving a complaint under this section, the department of health shall investigate any complaint referred to it by a home's grievance committee and any complaint from any source that alleges that the home provided substantially less than adequate care or treatment, or substantially unsafe

conditions, or, within seven days of receiving a complaint, refer it to the attorney general, if the attorney general agrees to investigate within thirty days.

(2) Within thirty days of receiving a complaint under this section, the department of health may investigate any alleged violation of sections 3721.10 to 3721.17 of the Revised Code, or of rules, policies, or procedures adopted pursuant to those sections, not covered by division (C)(1) of this section, or it may, within seven days of receiving a complaint, refer the complaint to the grievance committee at the home where the alleged violation occurred, or to the attorney general if the attorney general agrees to investigate within thirty days.

(D) If, after an investigation, the department of health finds probable cause to believe that a violation of sections 3721.10 to 3721.17 of the Revised Code, or of rules, policies, or procedures adopted pursuant to those sections, has occurred at a home that is certified under the Medicare or Medicaid program, it shall cite one or more findings or deficiencies under sections 5111.35 to 5111.62 of the Revised Code. If the home is not so certified, the department shall hold an adjudicative hearing within thirty days under Chapter 119. of the Revised Code.

(E) Upon a finding at an adjudicative hearing under division (D) of this section that a violation of sections 3721.10 to 3721.17 of the Revised Code, or of rules, policies, or procedures adopted pursuant thereto, has occurred, the department of health shall make an order for compliance, set a reasonable time for compliance, and assess a fine pursuant to division (F) of this section. The fine shall be paid to the general revenue fund only if compliance with the order is not shown to have been made within the reasonable time set in the order. The department of health may issue an order prohibiting the continuation of any violation of sections 3721.10 to 3721.17 of the Revised Code.

Findings at the hearings conducted under this section may be appealed pursuant to Chapter 119. of the Revised Code, except that an appeal may be made to the court of common pleas of the county in which the home is located.

The department of health shall initiate proceedings in court to collect any fine assessed under this section that is unpaid thirty days after the violator's final appeal is exhausted.

(F) Any home found, pursuant to an adjudication hearing under division (D) of this section, to have violated sections 3721.10 to 3721.17 of the Revised Code, or rules, policies, or procedures adopted pursuant to those sections may be fined not less than one hundred nor more than five hundred dollars for a first offense. For each subsequent offense, the home may be fined not less than two hundred nor more than one thousand dollars.

A violation of sections 3721.10 to 3721.17 of the Revised Code is a separate offense for each day of the violation and for each resident who claims the violation.

(G) No home or employee of a home shall retaliate against any person who:

- (1) Exercises any right set forth in sections 3721.10 to 3721.17 of the Revised Code, including, but not limited to, filing a complaint with the home's grievance committee or reporting an alleged violation to the department of health;
- (2) Appears as a witness in any hearing conducted under this section or section 3721.162 [3721.16.2] of the Revised Code;
- (3) Files a civil action alleging a violation of sections 3721.10 to 3721.17 of the Revised Code, or notifies a county prosecuting attorney or the attorney general of a possible violation of sections 3721.10 to 3721.17 of the Revised Code.

If, under the procedures outlined in this section, a home or its employee is found to have retaliated, the violator may be fined up to one thousand dollars.

(H) When legal action is indicated, any evidence of criminal activity found in an investigation under division (C) of this section shall be given to the prosecuting attorney in the county in which the home is located for investigation.

(I) (1) (a) Any resident whose rights under sections 3721.10 to 3721.17 of the Revised Code are violated has a cause of action against any person or home committing the violation.

(b) An action under division (I)(1)(a) of this section may be commenced by the resident or by the resident's legal guardian or other legally authorized representative on behalf of the resident or the

resident's estate. If the resident or the resident's legal guardian or other legally authorized representative is unable to commence an action under that division on behalf of the resident, the following persons in the following order of priority have the right to and may commence an action under that division on behalf of the resident or the resident's estate:

- (i) The resident's spouse;
 - (ii) The resident's parent or adult child;
 - (iii) The resident's guardian if the resident is a minor child;
 - (iv) The resident's brother or sister;
 - (v) The resident's niece, nephew, aunt, or uncle.
- (c) Notwithstanding any law as to priority of persons entitled to commence an action, if more than one eligible person within the same level of priority seeks to commence an action on behalf of a resident or the resident's estate, the court shall determine, in the best interest of the resident or the resident's estate, the individual to commence the action. A court's determination under this division as to the person to commence an action on behalf of a resident or the resident's estate shall bar another person from commencing the action on behalf of the resident or the resident's estate.
- (d) The result of an action commenced pursuant to division (I)(1)(a) of this section by a person authorized under division (I)(1)(b) of this section shall bind the resident or the resident's estate that is the subject of the action.
- (e) A cause of action under division (I)(1)(a) of this section shall accrue, and the statute of limitations applicable to that cause of action shall begin to run, based upon the violation of a resident's rights under sections 3721.10 to 3721.17 of the Revised Code, regardless of the party commencing the action on behalf of the resident or the resident's estate as authorized under divisions (I)(1)(b) and (c) of this section.
- (2) (a) The plaintiff in an action filed under division (I)(1) of this section may obtain injunctive relief against the violation of the resident's rights. The plaintiff also may recover compensatory damages based upon a showing, by a preponderance of the evidence, that the violation of the resident's rights resulted from a negligent act or omission of the person or home and that the violation was the proximate cause of the resident's injury, death, or loss to person or property.
- (b) If compensatory damages are awarded for a violation of the resident's rights, section 2315.21 of the Revised Code shall apply to an award of punitive or exemplary damages for the violation.
- (c) The court, in a case in which only injunctive relief is granted, may award to the prevailing party reasonable attorney's fees limited to the work reasonably performed.
- (3) Division (I)(2)(b) of this section shall be considered to be purely remedial in operation and shall be applied in a remedial manner in any civil action in which this section is relevant, whether the action is pending in court or commenced on or after July 9, 1998.
- (4) Within thirty days after the filing of a complaint in an action for damages brought against a home under division (I)(1)(a) of this section by or on behalf of a resident or former resident of the home, the plaintiff or plaintiff's counsel shall send written notice of the filing of the complaint to the department of job and family services if the department has a right of recovery under section 5101.58 of the Revised Code against the liability of the home for the cost of medical services and care arising out of injury, disease, or disability of the resident or former resident.

Butler County, Regional and State Resident Advocates

Local Social Security Office		Information About Returning to the Community	
Address	6553 Winford Ave Hamilton, Ohio 45011	Address	Council on Aging of Southwestern Ohio 175 Tri County Parkway Cincinnati, Ohio 45246
Phone	1-800-772-1213	Phone	513-721-1025

Email	www.SSA.gov/agency/contact/	Email	www.help4seniors.org/about-coa/contact-us/
Local Department of Health		State Department of Health	
Address	Butler County Health Department 301 South Third St Hamilton, Ohio 45011	Address	Ohio Department of Health 246 N. High St. Columbus, Ohio 43215
Phone	513-863-1770	Phone	(614) 466-3543
Email	www.butlercountyohio.org/health/index.cfm?page-contactUs	Email	OPA@odh.ohio.gov
Local Medicaid Office		State Medicaid Office	
Address	Butler County JFS 315 High St, 8 th Fl Hamilton, Ohio 45011	Address	Ohio Department of Medicaid 50 West Town Street Suite 400 Columbus, Ohio 43215
Phone	513-887-5600	Phone	(800) 324-8680
Email	www.butlercountyohio.org/health/index.cfm?page-contactUs_genInquiry	Online	www.medicaid.ohio.gov/CONTACT.aspx
Medicaid Fraud Control Unit		State Complaints & Investigations	
Address	Office of the Attorney General Medicaid Fraud Control Unit 150 East Gay Street, 17th Floor Columbus, Ohio 43215	Address	Ohio Department of Health Complaint Unit 246 North High Street Columbus, Ohio 43215
Phone	(800) 642-2873	Phone	(800) 342-0553
Online	www.ohioattorneygeneral.gov/About-AG/Service-Divisions/Health-Care-Fraud/Report-Medicaid-Fraud	Online	www.odh.ohio.gov/-/media/ODH/ASSETS/Files/dspc/complaints---nursing-homes/Complaint-Form.pdf?la=en
		Email	HCComplaints@odh.ohio.gov
Local Ombudsman		State Ombudsman	
Address	Pro Seniors 7162 Reading Rd, Suite 1150 Cincinnati, Ohio 45237	Address	Ohio Long Term Care Ombudsman 50 West Broad Street Columbus, OH 43215
Phone	513-345-4160	Phone	(800) 282-1206
Email	info@proseniors.org	Email	ohioombudsman@age.ohio.gov
Aging & Disability Resource Centers		Quality Improvement Organization	
Address	Council on Aging of Southwestern Ohio 175 Tri County Parkway Cincinnati, Ohio 45246	Address	KEPRO Area 4 5201 West Kennedy Boulevard Suite 900 Tampa, Florida 3609
Phone	800-252-0155	Phone	(855) 408-8557
Email	www.help4seniors.org/about-coa/contact-us/	Email	KEPRO.Communications@hcqis.org
State Survey Agency		State Protection & Advocacy Agency	
Address	Office of Health Assurance and Licensing Ohio Department of Health 246 N. High Street, 3rd Floor Columbus, Ohio 43215 Attn: Chief Dave Holston	Address	Disability Rights Ohio 50 W. Broad Street Suite 1400 Columbus, Ohio 43215-5923
Phone	(614) 466-7857	Phone	(614) 466-7264 or (800) 282-9181
Email	dave.holston@odh.ohio.gov	Online	www.disabilityrightsohio.org/intake-form

