



2024
EMPLOYEE HANDBOOK

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Introductory Statement

This handbook is intended to provide an explanation of Mission Point Healthcare Services policies and procedures and a general outline of benefits available to qualifying employees. This Handbook covers all facilities within Mission Point Healthcare Services (the Company) and their employees, except that those covered by a collective bargaining agreement are subject to such agreement and its respective provisions as a condition of employment. The Company reserves the right to amend, supplement or rescind any provisions of this handbook as it deems appropriate. As policies and benefits are revised, updated information will be made available to employees.

Except as stated in the Employee Agreement and Acknowledgment at the end of this Handbook, the Handbook does not create contractual employment rights. The terms of this Handbook supersede, and may not be modified by, any oral or written statements or representations by any person, except a written statement signed by the Chief Executive Officer of Mission Point Healthcare Services. Nothing in this Employee Handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment or compensation level for any employee.

Mission Point may issue updated rules and regulations that are potentially not covered in this Handbook. If an updated rule or regulation is implemented, it shall supersede the Handbook. These notices shall be strictly followed until they are withdrawn or superseded.

If you have any questions after reading through the Handbook, please see your Administrator, Director of Nursing, or contact the Human Resources Team.

SECTION 1: ABOUT US

Mission Point Healthcare Services ("Mission Point") is a full-service healthcare services and management company, specializing in owning, operating, and managing skilled nursing care and assisted living facilities across Michigan

Mission Point and its team of dedicated healthcare professionals provide innovative resident-focused solutions to meet the challenges facing the skilled nursing care industry, while driving financial performance and profitability. At the core of Mission Point's operations is a fundamental concern for the health, safety and wellness of our residents. By always maintaining our focus on the needs of our residents and our staff members, Mission Point has been successful in achieving its primary goals, which are:

- Providing the highest level of quality care
- Complying with all regulatory and licensure requirements at all time
- Proving outstanding customer service and family satisfaction
- Employing a caring and dedicated team of healthcare professionals, who take pride in their positions and who put their residents' needs as a top priority
- Improving and maintaining high occupancy and census levels; and
- Maintaining profitability throughout our facilities, and providing financially stable operations for our residents, staff and families.

OUR CORE VALUES

Mission Point Healthcare Services has a culture that revolves around our core values:

Putting People First, Valuing Relationships, Earning Trust and Being Open Minded.

Putting People First: Doing what is in the best interest of the health and wellness of our residents and employees and their family members; operating with a sense of passion.

Value Relationships: Treating all partners with respect; developing strong relationships.

Earning Trust: Being honest; always doing the right thing; compassion and dedication to our residents and employees.

Open-Minded: Being innovative and creative.

Handbook Interpretation

The policies in this handbook are to be considered as guidelines. Mission Point Healthcare Services, at its discretion, may change, delete, suspend, or discontinue any part or parts of the policies in this handbook at any time without prior notice. Any such action shall apply to existing, as well as future, employees with continued employment being the consideration between the Company and employee. This handbook may only be modified or altered in writing by a representative of Mission Point Healthcare Services Human Resources Department. No oral statement or promise by a manager or department head may be interpreted as a change in this handbook, nor will it constitute an agreement with an employee. **This handbook replaces and supersedes all other previous Mission Point Healthcare Handbooks.**

Collective Bargaining Agreements

Nothing in this handbook should be construed as overriding or superseding any terms of employment that are addressed in any applicable collective bargaining agreement ("CBA"). To the extent any policies outlined in this handbook conflict with an applicable CBA, the CBA shall control. If the CBA does not make mention of a policy or procedure, the employee will be held to the Mission Point Employee Handbook and policies.

SECTION 2: EMPLOYMENT PRACTICES

"At Will" Employer

The employment relationship between an employee and Mission Point Healthcare Services is terminable at the will of either the employee or the employer at any time, with or without cause, and with or without notice. Although Mission Point Healthcare Services reserves the right to change other terms, conditions, and benefits of employment (including, but not limited to, your job title, job duties and compensation), the at-will nature of the employment with the Company is one aspect of our employment relationship that will not change. No employee, officer, agent, or other representative of Mission Point Healthcare Services has any authority to enter into any agreement for employment for any specified period, or to make any agreement or representation, verbally or in writing, which alters, amends, or contradicts the foregoing provisions. The only way that the at-will nature of our employment relationship can be changed is by way of an express written agreement, signed by you and by the Chief Executive Officer of Mission Point Healthcare Services. This policy may not be modified by any statements contained in this Manual or any other employee handbooks, employment applications, Mission Point Healthcare Services recruiting materials, memorandums, or other materials provided or statements made in pre-hire interviews or discussions to applicants and employees about their employment.

Equal Employment Opportunity

Mission Point Healthcare Services (the "Company") is an equal opportunity employer. As an equal opportunity employer, the Company provides equal employment opportunities without regard to race, creed, color, religion, national origin, sex, pregnancy (including related medical conditions), age, disability (physical or mental), genetic information, sexual orientation, gender identity or expression (including transgender status), veteran's status, or any other characteristic protected by federal, state, or local laws, and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training except where a Bona Fide Occupational Qualification applies.

Discrimination or harassment of any nature is unacceptable and will not be tolerated. The Company will take appropriate corrective action to remedy any situation which is brought to our attention. Any incident of harassment or discrimination will be considered a serious form of misconduct and treated accordingly.

Mission Point expressly prohibits any form of unlawful harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties will not be tolerated.

The Company will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the Company's business operations.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring such issues to the attention of a member of management or Human Resources. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Employees who feel they have been subjected to any such retaliation should report their concern to an HR representative or by contacting the Compliance Department.

Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- Shunning and avoiding an individual who reports harassment, discrimination, or retaliation;
- Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; or
- Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process.

Other examples of retaliation include firing, demotion, denial of promotion, unjustified negative evaluations, increased surveillance, harassment, and assault.

Unlawful Discrimination

It is Mission Point's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, manager, vendor, customer, or third party based on actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws. Such conduct will not be tolerated by the Company.

Furthermore, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. Mission Point Healthcare Services will take all reasonable steps necessary to prevent and eliminate unlawful harassment.

Sexual and Other Workplace Harassment

Mission Point Healthcare Services is strongly committed to providing a professional working atmosphere free from sexual and other forms of workplace harassment. It is the policy of Mission Point Healthcare Services that sexual and other workplace harassment, in any form, is strictly prohibited and will not be tolerated in the workplace. Conduct prohibited by this policy is unacceptable in the workplace and in any work- related setting outside the workplace, such as during business trips, business meetings, and company- sponsored social events.

Sexual Harassment

Sexual harassment includes any action or conduct that threatens or insinuates, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's continued employment, compensation, performance evaluations, advancement, assigned duties, or any other term or condition of employment. In addition, sexual harassment includes unwelcome verbal, visual, or physical conduct of a sexual nature that demeans the dignity of an employee through insulting, intimidating, or degrading sexual remarks or conduct, or which has the effect of unreasonably interfering with an individual's work performance or otherwise creates an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to:

- Unwanted sexual advances or requests for sexual favors.
- Sexual jokes and innuendos.
- Verbal abuse of a sexual nature.
- Commentary about an individual's body.
- Leering, catcalls, or touching.
- Obscene comments or gestures.
- Display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail).
- And other verbal, visual, or physical conduct of a sexual nature.

Other Workplace Harassment

Other workplace harassment includes, but is not limited to, any unwelcome verbal, visual, or physical conduct which shows hostility or aversion toward an individual because of an individual's race, color, religion, national origin, gender, disability, sexual orientation, or other personal characteristic protected by federal, state, or local law, and that has the purpose or effect of creating an intimidating, hostile, or offensive work environment, or has the purpose or effect of unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to:

- Epithets, slurs, or negative stereotyping.
- Threatening, intimidating or hostile acts.
- Denigrating jokes.

- And display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Individuals Covered

This applies to all Mission Point Healthcare Services employees, applicants for employment, and every person in the workplace, including those who interact with the workplace, and prohibits harassment whether engaged in by directors, managers, co-workers, or non-Mission Point Healthcare Services employees, such as residents, families, or vendors.

Reporting Harassment and Discrimination

Complaint Procedure

Any employee who has been subject to or have witnessed unlawful discrimination, including sexual or other forms of unlawful harassment, or other inappropriate conduct must bring the problem to the attention of their manager, members of management, or Human Resources. If you believe that you have been harassed or discriminated against, you must immediately report the incident. The complaint will be immediately and thoroughly investigated in a professional manner.

An employee making a report of harassment and/or discrimination will be notified of a decision or of the status of the investigation as soon as possible from the time an incident is reported.

There will be no discrimination or retaliation against any individual who files a harassment and/or discrimination complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a harassment or discrimination complaint. If any such discrimination or retaliation occurs, it should be reported immediately. If the investigation substantiates the complaint, prompt, and appropriate corrective and/or disciplinary action, up to and including termination, will occur.

Actions taken internally to investigate and resolve harassment and/or discrimination complaints shall be fully conducted confidentially to protect the privacy of the persons involved. The Company's investigation will likely include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct, or who have other relevant knowledge.

Any employee who protects another employee who is charged with harassment or discrimination by failing to promptly and properly investigate and respond to a complaint is subject to disciplinary action, up to and including termination. Disciplinary action will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly.

Policy application and enforcement. This policy applies to all stakeholders related to the Company such as vendors, consultants, or other contracted personnel. All managers have the duty of ensuring that no individual or employee is subjected to harassment or discrimination, and of maintaining a workplace that is free from such harassment or discrimination. Managers shall regularly discuss this policy with employees and assure them that they are not required to endure any acts of harassment or discrimination.

The Company will make every reasonable effort to ensure that all employees are familiar with this policy and are aware that each complaint will be investigated and resolved appropriately. All perceived incidents of harassment and discrimination, regardless of the position of the alleged offender, is encouraged by the Company to be reported. Each

employee is also encouraged to raise any questions or concerns regarding this policy with their manager.

The company reserves the right to take all necessary steps to prohibit harassment and discrimination in the workplace.

Remember, if you experience or become aware of unlawful harassment, you must report it immediately. It is your responsibility to report such conduct to keep our work environment free of harassment and discrimination.

Americans with Disabilities Act (ADA) Accommodation Policy

The Company complies with the Americans with Disabilities Act (“**ADA**”), as amended by the Americans with Disabilities Act Amendments Act (“**ADAAA**”) and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, reasonable accommodations for qualified individuals with a disability will be made so they may perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation, or if the accommodation creates an undue hardship to the Company.

Please contact Human Resources with any questions or requests for accommodation. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made regarding the employee's immediate employment situation. Note: Individuals who are currently using illegal drugs are excluded from coverage under the Company's ADA policy.

Procedure for Requesting Accommodation: If an employee believes that they need an accommodation due to a disability, the employee is responsible for requesting a reasonable accommodation. Qualified individuals with disabilities may make requests for reasonable accommodation to their manager or Human Resources. Requests shall be made in writing. Employees are encouraged to include relevant information, such as a description of the accommodation requested, the reason for the accommodation, and how the accommodation will enable the employee to perform the essential functions of the job.

After receiving the request, a designated Company representative will engage in an interactive dialogue with the employee to determine the precise limitations resulting from the disability and explore potential accommodations to help the individual perform the essential functions of the position.

Interactive Dialogue: In conjunction with the ADA, the Company has adopted the following process for resolving reasonable accommodation requests for applicants and employees:

- a) Analyze the job involved and determine its purpose and essential functions.
- b) Consult with the individual with a disability to ascertain the precise job-related limitations imposed by the individual's disability and how those limitations may be overcome with a reasonable accommodation.
- c) In consultation with the individual seeking accommodation, identify possible reasonable accommodations and assess the effectiveness each would have in enabling the individual to perform the essential functions of the position.
- d) Consider the preference of the individual seeking accommodation and select and implement the reasonable accommodation, if any, that is most appropriate for both the individual and the Company.

Note: Determinations about reasonable accommodations are made on a case-by-case basis considering the particular

job at issue and the specific limitations of the individual in need of an accommodation.

The Company is not required to make the specific accommodation requested by an applicant or employee and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

The Company will determine the feasibility of the requested accommodation and take into consideration the nature and cost of the accommodation, the accommodation's impact on the operation of the business, and the impact on the ability of other employees to perform their duties.

If the information provided in response to the request is insufficient, the Company may require that the employee see a healthcare professional of its choosing, at the Company's expense. In those cases, if the employee fails to provide the requested information or see the designated health care professional, the employee's request for reasonable accommodation may be denied.

Confidentiality. The Company will keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.

Anti-Retaliation. Individuals will not be retaliated against for requesting accommodation. It is prohibited that any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith. Any retaliatory conduct should be reported immediately. Should employees have additional questions or need further consultation as to the Company's accommodation process, they should contact Human Resources.

Immigration Law Compliance

The Company is committed to following state and federal laws and employing only those persons who are authorized to work in the United States without unlawfully discriminating on the basis of a person's citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three years, or if their previous I-9 is no longer retained or valid. Employees may raise questions or complaints about immigration law compliance without fear of retaliation.

Anti-Retaliation Policy

The Company's policies specifically prohibit retaliation against any individual engaged in a protected activity. Protected activities include, but are not limited to, making a good faith complaint of discrimination, sexual or other form of harassment, participating as a witness or otherwise in a harassment investigation or investigation into other illegal activity, or requesting accommodations based on religion or disability. Thus, employees can raise concerns, make reports, request accommodations and participate in investigations without fear of retaliation.

Retaliation conduct is seen as an adverse action that could dissuade a reasonable employee from making or suggesting an allegation of discrimination or harassment and includes actions such as termination, demotion, refusal to promote, threats, unjustified negative evaluations, unjustified negative references, increased surveillance, or unreasonable work assignments. Retaliation will not be tolerated and will be cause for discipline, up to and including termination.

If you believe that you are being retaliated against, or if you believe that your employment is being affected by such conduct directed at someone else, you should immediately discuss your concerns with your manager, a member of management, or Human Resources.

Corporate Compliance Program

The Company is committed to conducting our operations in an ethical and lawful manner. Accordingly, we have developed and implemented a Corporate Compliance Program that applies to all subsidiaries, employees, management, board members, and others (“company personnel”) who provide services on our behalf. The Corporate Compliance Program is intended to prevent, detect, and correct violations of applicable laws, regulations, third-party payer requirements, policies & procedures, the Code of Conduct, and any other applicable standards.

The purpose of the Corporate Compliance Program is to promote and support the highest standards of conduct, legally, ethically, and morally on the part of the entire organization. The Program also furthers the fundamental mission and core values of our business units. In practice, the Corporate Compliance Program articulates and demonstrates our commitment to an effective compliance process.

All company personnel are required to complete Compliance and Ethics Training during the initial orientation period and annually thereafter. Additional Compliance and Ethics Training on new regulations and other topics may arise throughout the year.

If anyone has questions or concerns regarding any applicable laws, regulations, policies, or the code of conduct, they should immediately seek clarification from their manager, the Corporate Compliance Officer, or contact the Compliance Hotline.

The Code of Conduct, policies and procedures can be found within our Policies and Procedures located under the Corporate Compliance, Ethics and Code of Conduct.

False Claims Acts

The Federal Deficit Reduction Act requires that certain entities, such as the Company and its managed facilities, provide affiliated employees, contractors, and agents with information related to the federal False Claims Act (“FCA”) law. This law provides that civil penalties may be imposed against any person or entity that knowingly presents or causes to be presented a false or fraudulent claim to a federal health care program for payment. In addition to civil monetary penalties, violators of the federal False Claims Act may be subject to treble damages for each false claim submitted to federal health care programs.

The Federal False Claims Act includes whistleblower protection provisions that protect any individual who is discharged, demoted, suspended, threatened, harassed, or any other manner discriminated against for filing an action under the Federal False Claims Act.

Contact one of the following resources available with the Company if you have any knowledge or concerns regarding a potential false claim:

- Speak with your manager or other members of management.
- If the manager is not available, or you are not comfortable speaking with them, or you feel the matter was not adequately resolved, contact the Corporate Compliance Officer.

If you wish to report a concern anonymously, call the Company Compliance Hotline. The hotline is available 24 hours

a day, seven days a week. The hotline number is (616) 975-5335

Many states have enacted False Claims Act statutes that contain provisions that are like the federal statute, including whistleblower provisions.

Cultural and Diversity Policy

The Company seeks to ensure an understanding of the various cultural and diversity issues that exist within the Company and the population served.

Cultural Competence is the ability of individuals and systems to respond respectfully and effectively to people of all cultures, classes, races, age, sexual orientation, spiritual beliefs, socioeconomic status, language, ethnic backgrounds and religions in a manner that recognizes, affirms, and values the cultural differences and similarities and the worth of individuals, families, and communities and protects and preserves the dignity of each.

Cultural competence involves recognition and respect for differences among patients [and employees] in terms of their values, expectations, and experiences with clinical treatment, while at the same time recognizing the culture-based practices and dictates of organized treatment, and the values, expectations, and experiences of the providers who practice it. Culturally competent care becomes possible only with the skillful management of the interplay between these elements which make up an encounter and determine the points of access or barrier at the institutional level.

The Company requires that all employees undergo cultural competency and diversity training within (90) days of hire to assure that all employees are competent to provide the most effective and efficient interaction with all employees and people served. All employees are required to participate in annual reviews of the companies' cultural competency and diversity policies. The Company aspires to hire people reflective of these values.

SECTION 3: EMPLOYMENT STATUS AND RECORDS

The employee and Mission Point Healthcare Services have an "at-will" employment relationship. The employment relationship is for an unspecified time. Either the employee or Mission Point Healthcare Services may terminate the employment relationship at any time, with or without reason or notice.

Nothing in this Employee Handbook should be construed to create a contract for employment.

Introductory Period

An employee's first ninety (90) calendar days of employment are considered an introductory period. This period helps an employee become familiar with the company policies, as well as determines whether the employee has the skills and other qualifications needed to succeed.

The Company wants to ensure that an employee's work performance, attendance, and conduct measure up to the Company's high standards. During the introductory period, an employee may decide to resign with advance notice, or be terminated with or without cause.

The Company reserves the right to extend the introductory period if an employee's absence or other events prevent the Company from reviewing their performance, attendance, or conduct, for the entire duration of the introductory period or if the Company feels additional time is needed to adequately review.

Employees are ineligible for benefits such as holiday pay, paid time off ("PTO"), personal leaves of absence or paid bereavement until the introductory period of ninety (90) days is satisfied.

Any one thing within this provision shall not be construed to create any contract of employment, either

express or implied.

Employment Status

Employment status is determined based on the regularly scheduled hours and classification an employee is hired to work. Employment status does not change based on fluctuation of hours worked, but only based on a classification change made by the company.

Exempt – Exempt employees are typically paid on a salary basis and are not eligible to receive overtime pay.

Nonexempt – Nonexempt employees are typically paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Regular, Full-Time – Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Regular, Part-Time/PRN – Employees who are not in a temporary status and who are regularly scheduled to work less than 30 hours weekly but at least 20 hours weekly and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the Company and are subject to the terms, conditions, and limitations of each benefits program.

Temporary, Full-Time – Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the Company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary, Part-Time/PRN – Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Employees will remain in their employment status until they are reclassified by the Administrator or designee. Employees consistently working hours than described above for their designated employment status, may request a status change or may be changed by the Administrator provided services are met and the budget is not adversely affected.

PRN employees who do not meet the minimum work requirements may be sent a letter notifying them of the failure to meet the standard and will be given an opportunity to pick up shifts within a set timeframe. If shifts are not picked up, or the employee does not contact the HR Representative to discuss a potential leave of absence, the employee will be removed from the active employee list.

Employees who are in a full-time or part-time role, who desire to drop to a PRN status, must make a written request to the Director of Nursing, Administrator and/or HR Representative. The Director of Nursing, Administrator, and/or the HR Representative will approve or deny the request, based on the needs of the facility and the employee's performance within the last 6 months. If the request is not approved, the employee may either stay in their current position, or resign from employment.

Employment Process and Offers of Employment

The Hiring Manager will arrange to interview qualified candidates. Managers are responsible for documenting the interviews appropriately and keeping documentation of the interviews. Material omissions or inaccuracies will exclude the candidate from further consideration.

Once the Hiring Manager has completed the interview process and narrowed the selection, he/she or the HR Representative that supports their facility will make an attempt to complete Reference Checks prior to extending a conditional offer of employment. Minimally, reference checks should document dates of employment and position held. The Hiring Manager or HR Representative should verify any licensure for licensed staff positions. Reference checks, along with interview notes, may be documented and forwarded to the Human Resources department upon successful hire for the employee's file.

Once references and licensure are checked and documented, the Hiring Manager may make a conditional offer of employment to the candidate. The offer is contingent on a successful background check and submission of fingerprints. Results must be reviewed and approved prior to the first day of employment.

Candidates with little or no experience will start at the base rate of pay. The Hiring Manager is responsible for ensuring that internal equity is always considered prior to making an offer. Pay rates above the midpoint of the pay scale should be discussed with the VP of Human Resources prior to offering a wage to the candidate.

The Hiring Manager may extend job offers verbally; however verbal offers must be followed by a written offer letter. All positions should receive an offer letter through the applicant tracking system, which the candidate will sign electronically. If for any reason the offer letter cannot be electronically signed, it may be printed off and hand signed then scanned back into the candidate's profile in the applicant tracking system.

Internal Employment Opportunities

The Human Resources Department encourages our employees to monitor our website for potential opportunities for advancement. Mission Point Healthcare Services website always is a complete source of open positions within our company. Please note that some positions may never be open, but rather, may be filled by appointed promotions.

Please follow these guidelines to be considered as a candidate:

- You must have been in your current position for at least 6 months before applying for another position.
- You must complete the application online by visiting the Mission Point Careers page.
- Your supervisor must be informed of your intent to apply for another opening.
- If you are on a Final Warning or have had significant performance concerns documented within the last 6 months, you are not eligible to apply for a new position or transfer.
- Management retains the discretion to make exceptions to this policy.

The Recruiting Department will review all applicants, only applicants with the required qualifications will be granted an interview. All other applicants will be notified through email of our intent to pursue other candidates.

Employment of Minors

Each Manager is responsible for being knowledgeable of and complying with the applicable laws and regulations regarding the employment of minors. When employing minors between the ages of 16-18, Mission Point Healthcare Services will abide by the regulations set forth in the Fair Labor Standards Act and all applicable State of Michigan laws.

Specifically, Managers will ensure that the minor is not employed in, about, or in connection with, an occupation that is hazardous or injurious to the minor's health or well-being. They will ensure that assigned duties/responsibilities will not present an opportunity for occupational exposure (reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result in the performance of duties).

The facility who hires a minor (under 18) is required to obtain an age certificate or "working papers" from the employee before he or she starts work. Either of these documents will verify the minor's age, and in some cases, also grant the minor to be employed in a specific job. They are usually issued by local schools or government agencies. The documents must be retained in the employee's personnel file and are collected by the Human Resources team upon hire.

Refer to the Minors in The Workplace Guide for additional rules and regulation related to employing minors in the workplace.

Orientation and Training Period

All new and current staff who are transferred or promoted to a new job are to be placed in an orientation period for ninety (90) calendar days, which may be extended at the sole discretion of Mission Point Healthcare Services.

During the Orientation and Training period the employee will meet with the supervisor to clarify job responsibilities and establish a positive working relationship. Weaknesses in performance or conduct are to be brought to the employee's attention for immediate correction. Supervisors will provide regular verbal evaluation and feedback of the employee's job performance during the orientation and training period.

An employee's orientation period may be extended for up to an additional ninety (90) calendar days if the supervisor feels additional time is warranted to achieve satisfactory job performance. The extension of time should be made known to the employee and be in writing. If proficiency or competence is not demonstrated, the employment relationship may be terminated.

Transferred or promoted employees who are unable to perform satisfactorily in the new position, may be returned to the original position, if a vacancy exists. If no vacancy exists, the employment relationship may be terminated.

Completion of this orientation and training period will not change the at-will employment relationship with Mission Point and the employee. Employment with Mission Point both during and after the orientation and training period is considered at-will.

References

To ensure that individuals who join Mission Point Healthcare Services are well-qualified and have a strong potential to be productive and successful, it is our policy to make an attempt to check the employment references of the applicant prior to extending a job offer.

Mission Point Healthcare Services employees may not provide references or recommendations for current and former Mission Point Health employees. The HR Department is designated to respond to reference check inquiries from other employers. All calls, contacts, and written inquiries concerning current or former employees should be referred to HR. It is the policy of Mission Point to provide neutral references concerning former employees such as: the individual's start date and end date, and job title. Wage and salary information will only be provided with a signed written consent form. The signed consent form authorizes Mission Point to release the wage and salary information from the individual's personnel records to the specifically named organization and releases Mission Point from all potential liability related to the authorized disclosure. At no time should information related to employee work conduct and/or performance (positive or negative) or termination of employment (voluntary or involuntary) be discussed.

Mission Point will comply with state and federal statutory regulations relating to employee information disclosure other than basic employment information, including requests for information in administrative investigations and

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proceedings.

Background Checks and Fingerprinting

The Michigan Public Act 28 of 2006 prohibits individuals with certain conviction histories from regularly providing direct services to consumers. It also prohibits the employment, independent contract or clinical privileges to individuals who have been the subject of a finding of not guilty by reason of insanity and findings of neglect, abuse, or misappropriation of property by a state or federal agency pursuant to an investigation conducted in a skilled nursing facility.

Under this Act, all workers must, as a condition of employment, execute all consent forms, acknowledgements and releases arising from compliance with the Michigan Public Act 28 of 2006. The provision of false, incomplete, or misleading information during the hiring and application process will result in refusal of work and/or termination.

Criminal background information is used only to evaluate an individual for employment, for an independent contractor relationship or for clinical privileges. Except as required under the Michigan Public Act 28 of 2006, prior convictions will not necessarily disqualify an applicant from employment. Serious consideration will be given to the position applied for, the seriousness of the offense, and how recently the offense was committed. That information is disclosed only to those people directly involved in evaluating the individual's qualifications. Documents containing criminal background information are kept in confidential files.

As a condition of continued employment, all employees must immediately report any arraignment or conviction. Also, as a condition of employment, all employees must report if they have become the subject of an order or disposition finding of not guilty by reason of sanity. Similarly, employees are to report if they are the subject of a substantiated finding of neglect, abuse, or misappropriation of property by a state or federal agency pursuant to an investigation conducted in a skilled nursing facility.

Immigration Reform and Control Act

The Company is committed to following state and federal laws and employing only those persons who are authorized to work in the United States without unlawfully discriminating on the basis of a person's citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three years, or if their previous I-9 is no longer retained or valid. Employees may raise questions or complaints about immigration law compliance without fear of retaliation.

Failure to complete the I-9 upon hire, along with all required documentation, will result in termination of employment due to non-compliance.

Genetic Information Non-Discrimination (GINA) Policy

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or an individual's family member, except as specifically allowed by this law. To comply with GINA, the Company asks that employees not provide any genetic information when responding to a request for medical information for purposes of leaves of absence or otherwise.

"Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo

lawfully held by an individual or family member receiving assistive reproductive services. If you have any questions about the information to be provided, please contact your HR Representative.

Valid Social Security Number

Each employee is required to present a valid Social Security Number (SSN) upon hire and maintain it throughout employment, so that the Company can process payroll and make required tax reports and payments. From time to time, Mission Point Healthcare Services may become aware of a discrepancy or potential discrepancy in the SSN provided by a current employee. When informed of such a discrepancy or potential discrepancy which could not otherwise be corrected based on an internal clerical error, you may be required to do the following:

- Go to the local SSA office to resolve the discrepancy.
- Return with written verification of reapplication or corrective action within three business days.

If the resolution of the discrepancy requires the issuance of a new Social Security card, you must present a new original Social Security card within 90 days. Failure to provide written verification of reapplication or corrective action or an original card within the time allowed will result in immediate termination of employment.

Privacy of Social Security Numbers

The Company respects employees' legitimate concerns about the privacy of their SSNs. For that reason, the Company maintains this policy to protect the confidentiality of the SSNs that are obtained by or provided to the Company or its personnel during Company business.

All documents containing SSNs must be kept in confidential files. No employee is permitted to have access to SSNs (including documents that contain any SSNs), to request or require an employee or applicant to transmit his or her SSN, or to send an SSN to another person, unless the access is (1) authorized by a manager and (2) reasonable and necessary for legitimate business purposes. A person who has authorization to access SSNs is prohibited from using or accessing the SSN in any way that might permit an unauthorized individual to view, use, or access the number. No employee shall keep, record, view, use, copy, disclose, or distribute SSNs (or documents containing SSNs) in a way that would disclose another person's SSN in a public way, or to any person who is not expressly authorized to access SSNs for legitimate business purposes.

When documents containing SSNs are no longer needed and are to be discarded, such documents must be disposed of in a manner that ensures the confidentiality of the SSNs to the extent practicable, as required by law. The Company has facilities available for shredding, electronically deleting, or otherwise disposing of documents containing SSNs. In each case, you should contact your immediate supervisor to obtain instructions for the specific method to be used, and to confirm that the appropriate disposal has been completed. Violation of this policy is subject to disciplinary action, up to and including discharge.

SECTION 4: PERSONNEL FILE

Access to Personal Records

Accuracy of an employee's personnel file is very important. It is the employee's responsibility to notify the Company of any necessary changes in a timely manner. If an employee has a change in any of the items below, they must update their contact information in the HRIS System as soon as possible.

- | | | |
|--------------------------------|--------------------|---------------------------|
| -Legal Name | -Home Address | -Current Telephone Number |
| -Emergency Contact Information | -Email Address | -Beneficiary Change |
| -Number of Dependents | -Marital Status | |
| -Military or Draft Status | -Exemptions on W-4 | |

NOTE: some changes may require proof and written notification.

Coverage or benefits that an employee and their family may receive under the Company's benefits package could be negatively affected if the information in the employee's personnel file is incorrect.

Medical information, if any, concerning an employee is maintained in a separate confidential file in accordance with applicable federal and state laws and regulations. Employees are required to report communicable or contagious diseases and illnesses that pose a direct threat to the safety of patients and other employees to their manager or Human Resources representative. The Company will keep employee health information confidential.

The Company refers to the personnel file when a need arises to make decisions in connection with promotions, transfers, layoffs and recalls. Employees must ensure their personnel file includes information regarding completion of educational, training courses, and skills that may or may not be part of their current position here.

Employees who would like a copy of their employee file need to submit a written request to the corporate human resources department for copies of any or all information contained in their own personnel records. Employees that request more than ten (10) copies/pages or request the entire file will be charged \$.10 per page copied.

Corrected and Disputed Problems

Employees who question the accuracy or completeness of information in their official personnel files should discuss their concerns with their Human Resources Representative within ten (10) business days of viewing the file. If after a discussion with Human Resources, the issue is not resolved, an employee can add a statement to his/her personnel file identifying the alleged inaccuracies provided that the statement is directly relevant to the employee's work conduct and is factually based. If the conflict is not resolved, the employee can initiate the Conflict Resolution process.

Former Employee Personnel Records Request

Former Mission Point Healthcare Services employees may request to view their personnel file or receive a copy of such file. The same provisions and costs apply as described above for current employees. The former Mission Point Healthcare Services employee must submit a written request in accordance with applicable law.

Employment of Relatives

All employees should keep in mind the importance of always conducting themselves in a professional manner and avoid creating a hostile or uncomfortable environment for others at the Company.

Mission Point Healthcare Services will not knowingly employ relatives in a direct supervisory relationship. We welcome the application of employee relatives and will consider those applications based on qualifications for openings not under the direct supervision of a relative.

For the purposes of this policy, relatives include parents, spouses, domestic partners, fiancées, children, siblings, in-laws, aunts, uncles, nieces, nephews, cousins, grandparents and/or other person with whom the employee has a close personal relationship. If employees marry and a direct supervisory relationship exists, then an effort may be made to transfer one of the employees to another shift or facility. If an effort cannot be made to transfer one of the two affected employees, the employees need to reach a decision as to who will leave the organization.

Employee Communications

All employees are responsible for information and knowledge of all posted items. It is the employee's responsibility to regularly review all forms of communications including HRIS Systems, PCC, email, newsletters and bulletin boards.

Important information such as company activities, benefits materials and other pertinent information may be displayed on bulletin boards in breakrooms and main entry doors. No information is to be posted without prior approval from human resources.

Personal ID Badge

It is the policy of Mission Point Healthcare Services that all employees are issued and wear a company approved picture ID Badge within 10 days of hire. To that end, all employees adhere to the following identification standards.

During New Employee Orientation a picture will be taken, and an ID badge will be issued. Broken badges will be replaced at no cost to the employee and one (1) lost badge will be replaced at no cost to the employee. Additional lost or damaged badges will be replaced for a \$5 fee paid by the employee. The Payroll Administrator will process the \$5 fee via payroll deduction upon written authorization from the employee. Badges are always to be worn while in nursing facilities, customer service, and patient care areas. Badges are to be worn between the collar and waist area. Lanyards are not allowed within the direct patient care and dietary areas. Badges should not be worn during non-working time or outside any Mission Point Healthcare Services facilities.

Good Housekeeping

It is the responsibility of all employees, both individually and collectively, to contribute to the maintenance of clean, safe, and attractive company premises.

All employees are directly responsible for always keeping their own work area neat and orderly and for notifying their manager of any general area in need of attention.

Orderliness in an employee's work area reduces accidents, improves health conditions, reduces fire hazards, adds to the efficiency of work, and improves the quality of the Company's services.

SECTION 5: PAID TIME OFF

Paid Time Off (PTO)

Mission Point Healthcare Services believes that its employees are the key to what makes a great company. Although work makes up a large portion of an employee's life, we believe that a balance between work and nonwork activities is essential to maintain quality performance and a positive work atmosphere. To support this philosophy, the company

has designed a paid time off (PTO) plan that incorporates vacation, personal and sick leave into one program. Mission Point Healthcare Services will attempt to grant all employees vacation at the time they desire to take it; however, Mission Point Healthcare Services must always maintain adequate staffing levels. **Refer to the Personal Time Off (PTO) Policy information and accruals.**

Eligibility

- Full-Time Regular Employees: Regular hourly or salary employees who are scheduled to work 32 hours or more per week are eligible to accrue Paid Time off (PTO) based on their work schedule and years of service with Mission Point Healthcare Services.
- Union/Home Positions: If your home has a union contract and your position is a union eligible role, please refer to your collective bargaining agreement for your PTO Vacation Policy.

Michigan's Paid Medical Leave Act (PMLA)

Part-time or PRN-Hourly Employees: Hourly employees are eligible to earn 1 hour of sick pay under PMLA for every 35 actual hours worked, up to two hours biweekly, with a maximum accrual of 40 hours per benefit year. Refer to the Michigan Paid Medical Leave Act (PMLA).

PTO and Sick Pay at the End of Your Employment

When an employee's employment with Mission Point Healthcare Services ends, whether voluntarily or involuntarily, all Paid Time Off and sick pay will be forfeited. PTO cannot be used during an employee's notice period.

Holidays

It is the policy of Mission Point Healthcare Services to recognize specific holidays and provide opportunities for additional pay on those recognized holidays for employees who are scheduled to work.

Recognized Holidays

- New Year's Day
- Martin Luther King Day
- Labor Day
- Memorial Day
- Thanksgiving Day
- 4th of July
- Christmas Day

Eligibility

Full-time employees who are scheduled to work 30 hours or more per week are eligible for holiday pay. A Full Time Employee will receive 8 hours of straight holiday pay.

The holiday period starts at the beginning time of the normal third shift for the facility on the day before the company recognized holiday and ends at the ending time of the normal second shift for the facility on the actual day of the company recognized holiday.

Full-time employees who are scheduled to work on a company recognized holiday will be paid straight time (holiday pay hours times the normal rate of pay) for the holiday and 1.5 times the normal rate of pay for all hours worked on the holiday.

All Part-time, On-call employees, PRN, or Float pool employees who work the holiday, are paid at 1.5 times the normal rate of pay.

To be eligible for the premium pay for working the holiday (time and half), employee must work the last regularly scheduled workday before the holiday and the first regularly scheduled workday following the holiday, unless the absence is previously approved by a manager.

Employees will be expected to work company-recognized holidays on a rotational basis. Employees who are scheduled to work on a holiday are traditionally given the opportunity for another day off during the regular work schedule.

SECTION 6: EMPLOYEE BENEFITS

HIPAA Compliance for Employee Insurance Programs

Mission Point Healthcare Services is committed to taking reasonable steps to protect the privacy of an employee's Protected Health Information (PHI) and will only use or disclose such information as required or permitted under the Health Insurance Portability and Accountability Act of 1996(HIPAA).

A notice of privacy practices will be provided to all eligible participants at the time of enrollment and a new notice of privacy practices will be delivered to all participants within 60 days after a material change to the notice.

Benefits

The Company is interested in the health and well-being of both employees and their families and is proud to offer a comprehensive benefit program to eligible employees. Full-time employees with a regular schedule of 30 hours or more per week are eligible to participate in the benefit programs offered through Mission Point Healthcare Services. Upon hire, all benefit-eligible employees will receive a Mission Point Healthcare Services Benefit Booklet with an explanation of the benefits, as well as the costs associated with the benefits.

Employees pay a portion of the benefit premiums for themselves and their eligible dependents. Insurance premium deductions will commence in the same pay period the insurance coverage takes effect. Termination of coverage occurs on the employee's last day in a benefit eligible position.

The benefits department is available to answer benefits plan questions and assist in enrollment as needed.

For more information regarding employee benefit programs, please contact the Benefits Department. Any description of employee benefits in this Handbook only summarizes provisions of our formal benefit plan documents and does not attempt to cover all the details contained in the Plan Documents. The operation of the Plan, including events that make employees eligible or ineligible for benefits, the amount of benefits to which an employee (or their beneficiaries) may be entitled, and actions that employees must take to request and support a claim for benefits will be governed solely by the terms of the official Plan Document.

401(k) Retirement Plan

All active employees 18 years or older who are employed with a participating employer will become eligible to participate in the Plan on the first day of the month after ninety (90) days and 250 hours of service. Employees who are enrolled in the company's 401(k) plan will be fully vested in five (5) years.

See your benefit guide for enrollment information and additional information.

SECTION 7: FMLA, LEAVE OF ABSENCE, WORKPLACE INJURY

Family and Medical Leave (FMLA)

The Company provides eligible employees employed in certain facilities with the opportunity to take a family or medical leave of absence based on the terms set forth in the Family and Medical Leave Act of 1993, as amended (FMLA). Family and Medical Leave applies to eligible employees employed in facilities in which 50 or more employees are employed within a 75-mile radius and allows eligible employees to take up to 12 weeks of unpaid leave during a 12-month period, and up to 26 weeks in certain military-related service member situations. For the **Family and Medical Leave Policy** contact Human Resources.

Military Caregiver Leave Under FMLA

Eligible employees may take up to twenty-six (26) weeks of job-protected, unpaid "military caregiver leave" during a single twelve (12) month period. This leave must be used to care for a covered family member with a serious illness or injury that was incurred in the line of duty while on active duty in the regular armed forces, National Guard, or Reserves. In this context, a "covered family member" means a spouse, child, parent, or next of kin who is a "covered servicemember."

A covered servicemember is a person who is a member of the regular armed forces, National Guard, or Reserves and is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating. Former members of the regular armed forces, National Guard, or Reserves do not fall within the definition of "covered servicemembers." Only current members of the regular armed forces, National Guard, or Reserves, or individuals who are on the temporary disability retired list are included.

An employee's entitlement to military caregiver leave is limited to twenty-six (26) work weeks of leave within each twelve (12) month period, per covered service member, per injury. Each twelve (12) month period in which up to twenty-six (26) weeks of military caregiver leave may be taken must be measured forward from the date when the caregiver leave begins. Thus, an eligible employee may take twenty-six (26) workweeks of military caregiver leave in different twelve (12) month periods to care for multiple servicemembers or to care for the same servicemember with a subsequent serious injury or illness. The Company may, at its discretion, request that an employee seeking to take military caregiver leave provide a certification from the U.S. Department of Defense that the covered servicemember's serious injury or illness was incurred in the line of duty while on active duty.

Workers Compensation Medical Care

When an injury requires medical attention, Mission Point Healthcare Services requires the use of Designated Medical Providers. These providers are familiar with the Worker's Compensation process. Supervisors must inform the HR Representative by phone or email of all reports of work-related injury/illness immediately. Unless the injury/illness is an emergency or after-hours, the HR Representative should approve medical treatment.

Returning to Work After an Injury

The Medical Provider must complete a Physician's Report / Employee Work Status Report and provide it to the Employee and Mission Point Healthcare Services. This report will indicate when the employee can return to work and whether the job modifications are required to accommodate physical restrictions. Employees without restrictions can return to their usual work duties.

If the Medical Provider imposes work restrictions, the HR Representative and the Employee's supervisor will review the

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modification that are required to comply with the restrictions. Every effort will be made to accommodate the employee's restrictions and to provide light duty work, within the restrictions set forth by the attending physician. Failure to accept light duty work may jeopardize the employee's entitlement to workers' compensation benefits and their employment status. An employee's eligibility for this benefit will be reviewed periodically and necessary adjustments will be made as needed.

The employee must bring the work status report from the physician back to Human Resources or his/her supervisor within twenty-four (24) hours of the appointment. The employee is paid for the remainder of the shift on the day of the injury.

The Employee's manager will work with the facilities HR Representative or the supervisor to provide transitional/light duty work, if necessary, and provide a written job offer to the employee. If transitional/light duty work is not arranged, or if the employee is completely taken off work from the physician, the Workers' Compensation Carrier will be notified immediately by the HR Representative.

The employee must follow all instructions or restrictions as ordered by the treating physician and must attend all follow-up visits. When possible, those follow-up visits should be scheduled around regularly assigned work hours. Any further missed time from work for appointments may be substituted with Paid Time Off (PTO) at the employee's request. If an employee is completely off work, the employee may request to use PTO to supplement any lost time wage payments.

Leaves of Absence

On occasion it may be necessary for an employee to be absent from work for an extended period due to personal or health-related matters. Leaves available to employees are described hereafter. Unless stated in the specific leave policy, the leave will be **without** pay.

In instances where leave requested by an employee qualifies under more than one of the Company's policies, the leave will run concurrently under each of the applicable policies. For example, a work-related injury (workers' comp) may also qualify for leave under the Family and Medical Leave Act ("FMLA"). The time absent because of such work-related injury will count toward the 12 weeks of leave allowed under FMLA.

For additional resources and processes on Leaves of Absence, please refer to the Personal Leave Policy and connect with your HR Representative if you have any questions on how to handle your personal circumstance.

Jury/Witness Duty Leave

The Company encourages employees to fulfill their civic obligations by serving jury duty when required. Employees who receive a summons to report for jury duty shall, on the next workday, show the summons to their manager and thereafter be excused for the day or days required to serve as a juror in a federal or state court.

The excused absences are limited to days on which an employee's responsibility for jury service exceeds three hours. If the employee is excused from jury service after less than three hours of service, the employee is to report to work and work the remaining hours of their shift.

Employees who work the night shift will be excused from working the shift preceding their first day of jury duty as well as shifts occurring within twenty-four hours after a day of jury service lasting more than three (3) hours.

The Company will pay employees the difference between jury duty pay and the employees' regular pay based on a normal schedule and pay rate. To receive this compensation, the employee must submit a statement to their manager from the court showing hours served, the daily fee or compensation and the total amount of fees or compensation received by the employee for serving as a juror. The Company will not compensate a worker for more time than was actually spent serving jury duty.

Part-time employees will be paid for jury duty only if they were scheduled to work on that day.

Misrepresentation of facts by an employee to obtain jury leave will be grounds for discipline, up to and including termination.

Witness Duty. While the Company will excuse employees for serving witness duty when proper advance notice of the witness duty is provided, the time served on witness duty is not paid time off unless the witness duty is Company related. Employees are to present the summons to serve as a witness to their manager on the day following its receipt for the time off to be considered an excused absence.

Bereavement Leave

Employees who have completed their introductory period may take up to 3 days of paid bereavement leave upon the death of an immediate family member. The Company defines "**immediate family**" as: spouse, father, mother, child, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, stepparents, stepsiblings, current son-in-law, current daughter-in-law, and stepchildren of the current marriage. Proof of death may be required. Any request for bereavement leave must be approved in advance by management. Additional unpaid leave may be provided at the discretion of management as well.

Compensation in lieu of leave is not permissible. Payment for bereavement leave is computed at the employee's regular hourly rate. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime. **Additional information can be found in the Bereavement Policy.**

Time of for Voting

Citizens of this country are blessed with the right and privilege to vote in local, state and national elections. The Company recognizes the importance of voting and encourages its employees to participate in the election process. The Company will allow any employee scheduled to work on Election Day to receive paid time off for the time necessary to vote. The maximum time off to vote shall not exceed three (3) hours. If an employee's work schedule begins three (3) or more hours after the opening of the polls or ends three (3) or more hours before the closing of the polls, the employee may not take time off under this Section. Any employee requesting leave under this policy must coordinate their schedule with their manager by 12 p.m. the day before the election.

The Company abides by all applicable federal and state laws and regulations.

SECTION 8: PAYROLL, TIME OFF AND WORK SCHEDULES

Payroll and Direct Deposit

Mission Point Healthcare Services has a bi-weekly payroll cycle for all its operating entities. Mission Point Healthcare Services utilizes an HRIS system for timekeeping, benefits administration, expense management, and payroll. Earnings statements are available online only.

Mission Point Healthcare Services requires that all employees use direct deposit. If an employee does not have a bank account, Mission Point Healthcare Services partners with a third party pay card company to provide employees with a pay card. Employees must request a pay card immediately upon hire. If a direct deposit or pay card are not initiated within a new hire's first 30-days of employment, a pay card will automatically be provided.

There are several ways in which employees may have their net pay deposited. An employee may deposit his/her net pay to one account, or have it deposited among multiple accounts.

When signing up for direct deposit, a "pre-note" test is not administered; therefore, it is important to provide accurate account information to ensure the monies are deposited appropriately. It is the employee's responsibility to review the payroll earnings statements for accuracy of personal information and payment information. To update banking information, employees may log into the Human Resources Information System (HRIS) and enter the new information themselves or they can fill out a new Direct Deposit Form, attach a voided check, and give it to the HR Representative or Payroll Specialist for input into the system. If an employee is unsure about their banking information, they should contact the Payroll Specialist for clarification.

Mission Point Healthcare and/or the HRIS will never email staff requesting to update direct deposit information or to verify its accuracy. If a similar email is received, connect with your HR Representative to notify them as it is likely a scam email.

PAYROLL ERRORS AND EXTRA CHECK REQUESTS

Overpayment

Occasionally, due to error or inadvertence, employees may receive an overpayment of salary or wages or other compensation. It is the employee's responsibility to review timecards prior to the pay period end. As well as to review earnings statements immediately upon receipt to determine whether proper payment has been remitted. Employees and departments that discover overpayment of wages must notify the Payroll Specialist immediately, so assistance can be given in determining the accurate amount the employee was overpaid. In all cases, upon being notified of the overpayment, the Payroll Specialist will then take the appropriate actions to rectify the situation.

Underpayment

It is Mission Point Healthcare Services' practice to adjust payroll omissions during the next payroll. In those cases where a major omission or error has occurred equaling 50% or more of the employee's pay, Mission Point Healthcare Services may, at its discretion, and with the approval of the Vice President of Human Resources or designee, allow an extra payroll check.

The Facility Administrator will fill out the Extra Check Request form, detailing the amount of the extra check and the

hardship. The request is then sent to the Payroll Specialist. If approved, the Payroll Specialist will have the form signed by the Facility Administrator and it will be processed. The funds are deposited directly into the employees account within 48 – 72 hours.

Payroll Deductions

Mission Point Healthcare Services is obligated, by law, to withhold Federal, State and Local Income Tax and Social Security deductions. Proper W-4 forms should be completed for the Federal, State, and Local (If applicable) tax withholding through the Human Resources Information System (HRIS). If the proper W-4 form is not completed, taxes will be withheld at the rate for the marital status of single with no allowances.

Other payroll deductions, as authorized by the employee, may also be withheld from the paycheck. These may include benefit premiums (e.g., health insurance, dental, vision, etc.).

Garnishments are court-ordered deductions for monies owed to a company or an individual. The Payroll Specialist must answer the garnishment on or before the return date listed on the court order. The deduction will begin as soon as the garnishment order is received, and proper notification is given, and will continue until it is paid in full, expires, or is revoked.

Child support is a payment made by a non-custodial parent for the support of a child to a custodial parent in accordance with a court or state agency order. The support amount is stated in the order, and it takes priority over a garnishment or any other legal order, except a pre-existing Federal tax levy. Child support orders will not terminate until a release is received from the court or agency issuing the order or at termination of employment.

If an employee disagrees with a garnishment or support order, the employee must go to the court or agency who issued the order to resolve it. Mission Point Healthcare Services will not make changes to or end a garnishment or child support order without a release or amendment from the court or agency.

It is the Company's policy that no improper deduction is to be made from any employee's pay, including any deduction that might affect an employee's exempt status. If you think that your paycheck is incorrect, or that there is an incorrect or improper deduction, you must inform the Payroll Specialist immediately. Any paycheck error or improper deduction will be corrected, and steps will be taken to ensure future compliance.

Work Schedules

Work schedules are based on the requirements of the operation. Every effort will be made to post a schedule of hours at least one week in advance. There may be times when schedule changes are necessary due to absenteeism, census, and operational needs. Your Administrator/Director /Manager or Scheduler will advise you of any necessary scheduling changes once the schedule has been posted. All employees are expected to share weekend and holiday coverage.

Employees are not to make any changes on, or to, the schedule itself. Substitutions are to be made by the Administrator/Director/Manager or designee. Unauthorized changes made to the schedule may be grounds for corrective action.

Flexible Work Schedules

Mission Point Healthcare Services is committed to helping employees face the demands of juggling work, family, and life-related issues by offering possible flexible work arrangements. These arrangements provide employees with increased flexibility with their work schedule while allowing Mission Point Healthcare Services to maintain a progressive and productive work environment. All Mission Point Healthcare Services employees will be considered for alternative work scheduling on a case-by-case basis in situations where creative work schedules have been shown to accomplish both work and personal goals, to provide coverage for individual department operations, and to serve Mission Point Healthcare Services with increased productivity at no expense to quality output or patient care.

The facility Administrator and the Regional HR Manager are responsible for identifying if any of the staffing options are workable within the facility or corporate office. This may include determining if the entire department or an entire shift must convert to one or more of the above alternative scheduling options. To determine whether an employee's request for an individual alternative work schedule is appropriate, the Administrator and Regional HR Manager must assess the impact and the outcome in terms of patient care, quality, and absenteeism, and if one or a combination of the above arrangements is in the best interest of the department, location, Mission Point Healthcare Services, and the employee.

Types of flexible work arrangements and potential schedules must be approved with the consent of the HR department prior to announcement and implementation.

There will be a six-month trial period to assess the impact of the flexible work arrangement. After successful completion of the trial period, the work arrangement will be reviewed at least annually thereafter to ensure continued success. The arrangement may be canceled for any reason by management. An employee wishing to change or cancel an alternative work arrangement must obtain written approval from his or her Administrator or Director with consent from HR.

Flexible work arrangements are not appropriate for all employees or positions and are not a universal employee benefit. The following conditions must be met for a flexible work schedule to be approved:

- The employee must have a satisfactory attendance record.
- Meet all performance expectations in his/her current role, and.
- Consistently demonstrate the ability to complete tasks and assignments on a timely basis.

The nature of the employee's work and responsibilities must be conducive to a flexible work arrangement without causing significant disruption to performance and/or service delivery.

The VP of HR has the general responsibility of overseeing the day-to-day implementation of this policy in accordance with payroll and legal requirements. Any requests for exceptions to this policy should be made in writing to the HR department for review and approval. Only the VP of HR and his/her designee, in consultation with the CEO and the affected Administrator, may grant such an exception.

Call Back Procedure

CALL-BACK: an employee has left the worksite and is requested to respond on short notice to an emergency work situation.

Employees called back to work shall receive a minimum of one (1) hour of compensation at the straight regular pay unless the time puts the employee over eight (8) hours in a 24-hour period or eighty (80) hours worked in a two-week pay period. The 24-hour workday starts at midnight (12:00 a.m. – 11:59 p.m.) for employees on first and second shift, and for PRN employees. The 24-hour day starts at the beginning of the third shift for all regularly scheduled third shift employees.

If the time spent on the call-back is more than one hour, the employee will be compensated for the actual time on the call-back.

All employees who are called back to work are expected to punch in using the appropriate time clock upon arrival at the facility. Travel time to and from the facility is not calculated into the minimum one hour of compensation. Mileage is also not reimbursed for travel to and from the facility.

Outside Employment

It is the expectation that all full-time employees consider employment with the Company as their primary work responsibility. Employees may hold outside employment as long as they meet the performance standards of their job, and the outside employment does not interfere with their work schedule.

If it is determined that an employee's outside work interferes with their work schedule, performance, or ability to fulfill their job duties, the employee may be asked to terminate the outside employment if they wish to remain employed with the Company.

Outside employment that constitutes a conflict of interest is prohibited. Employees shall refrain from promoting a personal business at any time during working hours, while using Company property, while on Company premises, or at any time while representing the Company.

Attendance Policy

Punctual and regular attendance is an essential responsibility of each employee at Mission Point Healthcare Services. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees are also expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

We are committed to excellent customer service and the uninterrupted care of patients. This commitment can only be fulfilled when each employee assumes the responsibility of being at work when scheduled. Punctuality and regular attendance are essential to the proper functioning of all departments.

Excessive absenteeism or tardiness, whether excused or not, will not be tolerated. Any unexcused absences of the available work time are generally considered excessive, except in relation to absences authorized under the Company's Family and Medical Leave Policy, Michigan Paid Leave Act (PMLA), or leave as provided as a reasonable accommodation under the Americans with Disabilities Act (ADA). If you fail to report for work without any notification to your supervisor and your absence continues for a period of three (3) consecutive days, the Company will consider that you have voluntarily abandoned or quit your employment.

Refer to the Attendance and Punctuality policy.

Mandation

When open shifts exist in the schedule, the Scheduler/Manager will first attempt to fill the shift by contacting individuals not currently scheduled. If coverage is not secured, the Scheduler/Manager will then ask for volunteers from the current shift to stay over. If multiple employees volunteer to stay over and are equally qualified, the employee with the least amount of overtime will be granted the shift.

If coverage is still not secured by volunteers, an employee on the current shift will be mandated to stay over. All nursing employees will have a scheduled rotation for mandating which will require them to be available to stay over (possibly up to eight (8) hours) on the next shift. An employee will not be scheduled or mandated to work more than sixteen (16) hours in a 24-hour period. Employees who have already worked a double are not considered in the mandating rotation.

The mandating process will be as fair and equitable as possible and be administered on a rotational basis starting with the employee with the shortest length of service, working down to the employee with the greatest length of service. The mandating process may be unit-specific or facility-wide. Failure to stay over on a scheduled mandated shift will be considered abandonment and will result in disciplinary action, up to and including termination.

Facility Shared Staff

To encourage facilities to be open and willing to assist each other in an efficient manner by utilizing currently trained and competent staff, facilities can share staff to help fill openings and reduce hardship.

When an employee is interested in picking up extra shifts at another facility, that employee should notify the Administrator or Director of Nursing, and HR Representative of his/her home facility. The employee's primary responsibility must be to meet the established home facility's commitment prior to picking up extra shifts at another facility.

Once a determination is made that the employee is eligible to pick up shifts at another facility, the Director of Nursing or HR Representative will let the receiving facility know of the employee's desire and provide the contact's name and number of the receiving facility to the employee. The employee can then reach out to the other facility to discuss opportunities.

The employee will remain on the home facility's payroll and not be added to the receiving facility's payroll. The hourly wage for the employee will remain the same. Mileage will not be paid unless a member of management requested the employee to assist in another facility. The employee should share a copy of the extra shifts picked up at other facilities with the home facility's Director of Nursing.

It is the employee's responsibility to ensure he/she is punching in and out for all shifts or provides documentation of missed punches signed by a supervisor. The home facility must review all punches and allocate them to the appropriate facility, and then approve the time, or take any questions to the Administrator or Director of Nursing of the other facility.

PRN Staff Work Requirements

PRN staff play an important role within Mission Point Healthcare Services by providing coverage during vacations, illnesses, leaves, and other absences. Please review your specific facilities requirements.

PRN staff must continue to meet employment and education requirements. If PRN staff are not meeting these requirements, Mission Point Healthcare Services will consider the PRN employee to have voluntarily resigned from his/her position.

Any deviations from this policy must be approved in writing by the Director of Nursing or the Administrator and placed in the employee's file. **Refer to the PRN Policy for shift expectations and additional requirements.**

Overtime

Overtime hours are generally not scheduled except where necessary to meet operational needs. The Administrator, Director, or Manager must authorize any overtime in advance. Should an emergency occur that requires overtime, the supervisor on duty has the authority to schedule employees as necessary. If you work unauthorized overtime, you may be subject to corrective action.

All overtime eligible employees will be paid based only on actual hours worked and in compliance with applicable federal and state requirements. For this reason, paid time off (PTO), Bereavement, and jury duty hours do not count as "actual hours worked" for overtime calculation purposes.

Overtime will be paid at one and one-half times the employee's hourly pay, unless otherwise provided by applicable law for hourly and salary non-exempt employees.

Meal Periods and Rest Periods

All hourly employees who are scheduled to work over six (6) hours in one shift must take a meal period of thirty (30) minutes. Employees will be completely relieved from duty during the meal period, and this time is not paid. The meal period is intended to ensure that employees have time to eat a meal during the workday, minimize fatigue, and maintain peak job performance.

The daily meal period is mandatory. This is essential to ensure consistency and compliance in our timekeeping, scheduling, and payroll practices. You may not work through your meal period unless your supervisor has approved this in advance.

If you are not leaving the premises, you are not required to punch out for your meal period. The timekeeping system will automatically adjust your time record by subtracting the 30-minute meal period each day. If you are leaving the premises for your meal period, then you must punch out, and punch back in when your entire meal period is finished.

If you find that you are not able to start your meal period at exactly the scheduled time, then you should adjust your back-to-work time so that you still have a full 30-minute meal period.

If you think you will not be able to take a meal period, notify your supervisor in advance. If you cannot notify your supervisor in advance, do so as promptly as possible. Your supervisor will either arrange to cover for you, approve a different meal period, or approve you to work through your meal period with pay. A supervisor's written approval is required to be paid for the 30 minutes of break time.

Every effort will be made to provide a 10 to 15-minute break for every 4 hours of continuous work in a shift. Your manager will schedule rest breaks when and where appropriate, and work responsibilities take precedence.

Meal Periods and Rest Breaks may not be used to cover late arrival or late departure from work.

Accommodation for Lactating Mothers

The Company provides reasonable break time to employees to express breast milk for a nursing child for one year after the child's birth each time such employee has the need to express breast milk. The Company will provide a comfortable private area other than a restroom that is shielded from view and free from intrusion of coworkers and the public to express breast milk. Any breast milk stored in the company-provided refrigerator must be labeled with the name of the employee and the date expressed. Any nonconforming products stored in the refrigerator may be disposed of. Containers of expressed milk without a date or name, or with a date over five (5) days old will be removed.

Generally, the amount of time for breaks to express breast milk will be the same as under the break policy. The time of the break can be altered to best accommodate the mother and her work schedule. An employee in need of a break under this policy must advise their immediate manager of such need and to be advised of locations available to express breast milk. Non-exempt employees on break to express milk will be compensated in the same way as other employees on break. Uninterrupted breaks longer than twenty (20) minutes are unpaid. As a reminder, off-the-clock work is strictly prohibited. If a non-exempt employee performs any work during a nursing break period, she must record her time worked to ensure proper compensation.

Recording Work Time and Time Off the Clock

Accurate time records are important. When you begin employment, you will be shown the proper procedures for recording your time worked. The electronic timecard is the record from which your pay will be calculated. It is, therefore, important that the information documented is accurate.

Employees are expected to work the hours that they are scheduled. Hours worked more than, or less than, the regularly scheduled hours require management approval. Documentation should be submitted to indicate management approval.

Please observe the following procedures regarding your time records:

- Clock/Punch in daily at your scheduled start time and only when you are in proper uniform and are ready to begin work, unless otherwise instructed by your manager.
- Clock/Punch out daily when your shift ends.
- You must Clock/Punch out and back in again when leaving the building.
- Timecard errors must be reported immediately to your Manager, Human Resources Representative, or to the designated supervisor on duty.
- A supervisor must approve any corrections or changes. You and your supervisor must initial any changes.
- If you forget to punch/sign in or out, you must fill out a Time Clock Exception sheet. You and your supervisor must initial the time record.
- Under no circumstances is an employee authorized to Clock/Punch in or out on another employee's timecard or for another employee.

Should any changes be requested and are found to be inaccurate or dishonest, the employee will be terminated for Time Clock Fraud without any previous warning or notice. An example of this would be, but is not limited to, arriving late for your shift by 12 minutes and completing a Time Clock Exception Sheet that reflects that you were in the building at the start of the shift versus your actual arrival time.

For hourly employees with company email addresses and work phones, emails and texts are not to be read or responded to until at work and punched in for the shift, unless the employee's supervisor gave specific written or verbal rules for the types of calls and emails that are expected to be answered outside of work hours.

If an hourly employee does take a call; read or exchange work emails; log into the electronic health record or Allscripts; work through a lunch period; or do any work outside of the normal scheduled shift, the employee must notify his/her supervisor of the actual time worked using the Time Clock Exception Form, so it can be appropriately documented. Employees with a work email address can also utilize email to document and account for the time worked.

SECTION 9: WORKPLACE SAFETY AND HEALTH

Theft or Fraud

Employees will be discharged if they use Company property without authorization or obtain Company property fraudulently or under false pretense. Aiding others in similar activities is also prohibited and will result in immediate termination. Theft from other employees or suppliers will also result in immediate termination. Failure to notify your manager about known theft or fraud may result in discipline or discharge and will be dealt with on an individual basis.

Smoking

Tobacco use and the use of vaping/e-cigarettes by employees will only be permitted during scheduled breaks and in designated areas. Employees who use tobacco or e- cigarettes must observe the same guidelines as non-tobacco users/non-smokers for the frequency and length of breaks.

Inclement Weather

The Company expects employees to make reasonable efforts to report to work in inclement weather situations. If inclement weather causes a delay or prevents an employee from reporting to work, the employee must notify their manager of their tardiness or absence as soon as possible. Management reserves the final decision in excusing tardiness/absenteeism due to inclement weather. If an employee elects not to report to work due to a weather-related event, the employee may be eligible to use available paid time off or take leave without pay, subject to management approval.

Visitors in the Workplace

To maintain safety and security for our employees, the Company has the following policy with respect to visitors. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, and avoids potential distractions and disturbances.

All visitors should enter the Company at the reception area. Visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. If an unauthorized individual is observed on the Company's premises, employees should immediately notify their manager or, if necessary, direct the individual to the reception area.

Personal Property

The Company will not be responsible for the loss, theft, or damage of employees' private property. Employees should not leave personal belongings of value on the Company's premises, or while the employee is travelling on business. Personal items brought onto the Company's property or used in Company business are subject to inspection and search at Company discretion. Any employee bringing private property onto the premises does so at their own risk.

SECTION 10: DRIVING FOR COMPANY BUSINESS

Use of Company Vehicle

Mission Point Healthcare Services-owned vehicles may not be driven by non-employees, including the spouse and children of Mission Point Healthcare Services employees. Authorized drivers must be at least 18 years old and in possession of a valid drivers' license.

Authorized drivers shall grant Mission Point Healthcare Services permission to obtain a copy of their driving record prior to possession of a Mission Point Healthcare Services-owned vehicle and yearly thereafter.

Authorized drivers shall observe all rules and regulations for safe driving as defined by the State of Michigan Department of Motor Vehicles.

Safety belts must be used for all occupants traveling in a company-owned vehicle. Drinking, possession of intoxicating liquor, illegal drugs in the vehicle, or driving while under the influence of alcohol or drugs is strictly prohibited.

Non-work-related use of the company-owned vehicle is prohibited (i.e., vacations, towing of campers, boats, etc.). Any driver who is not in compliance with this policy may be held personally responsible for any damage incurred during such use.

Authorized drivers are to use common sense and proper cell phone use per state and federal guidelines. No smoking is allowed in any company-owned vehicle.

Motor Vehicle Record

A copy of the authorized driver's driving record will be obtained prior to the possession of a Mission Point Healthcare Services vehicle, and on a yearly basis thereafter. Mission Point Healthcare Services reserves the right to revoke the driving privileges of the authorized driver if after review of the driving record, the driver is considered "high risk".

SECTION 11: EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

Conduct Guidelines

All companies, including Mission Point Healthcare Services, set reasonable conduct guidelines. These guidelines allow us to coordinate a variety of activities within our organization and to provide a safe working environment for our employees, residents, and visitors. The following list is not intended to be all-inclusive but illustrates certain types of behavior Mission Point Healthcare Services deems unacceptable, and which may result in disciplinary action up to and including termination, with or without any written warnings. Other behaviors not listed may result in similar action.

- Violations of Mission Point Healthcare Services' Corporate Compliance Policy.
- Violations resulting in exclusions of employment under Michigan's Background Check Program (Public Act 28 of 2006).
- Harassment of any nature.
- Disclosing confidential or proprietary information.
- Carrying concealed weapons, or possession, use or distribution of weapons, illegal drugs, intoxicants, including alcohol, or other contraband on Company property.
- Consumption of any type of alcoholic beverage, marijuana, or other intoxicants or illegal drugs or narcotics on premises or on Company paid time.

- Reporting for work under the influence of intoxicants (including marijuana) or illegal drugs.
- Indecent behavior and/or immoral conduct on Company property.
- Insubordination
- Gross misuse, deliberate waste, removal, or attempted removal of Company material (food, records, documents, property, tools, equipment, etc.) from Company premises without proper authorization.
- Removal of another employee's property without permission.
- Unauthorized use of Company cash, Company vehicle, or materials, regardless of intent.
- Falsification of timecards or any other documents. This includes making unauthorized adjustments to timecards.
- Falsifying any reports or records, including misrepresentation of facts in seeking employment. This includes falsifying information on the employment application.
- Insubordination (including failure or refusal to perform any job or work assignment given by an employee's supervisor or by management; disrespect; deliberate non-performance of an assigned task despite a clear understanding that the assignment was made).
- Use of profane, inappropriate, or abusive language, where language used is uncivil, insulting, offensive or contemptuous, and making false, vicious or malicious statements concerning anyone on Mission Point Healthcare Services' premises.
- Smoking in "No Smoking" areas.
- Gambling or conducting a lottery while on duty or on Company premises.
- Sleeping or the appearance of sleeping on the job during work hours.
- Violation of any safety rule or practice or engaging in conduct which tends to create a safety hazard, including fighting, disorderly conduct, horseplay, scuffling, throwing things, etc.
- Failure to report an accident
- Leaving your work area without management's authorization.
- Not providing I-9 information within three (3) days of hire date.
- Not providing proper and/or authentic documentation for medical absences, emergencies, bereavement, etc., upon request.
- Clocking/Punching hours for another employee.
- Altering work schedule, working unauthorized overtime, or switching days without management's approval.
- Encouraging others to take part in or taking part in an unlawful work stoppage or slowdown.
- Posting or referring to patients' or their personal health information on any form of social media or with those who are not authorized persons on the patients HIPAA release.
- Unauthorized use or searching of employee files or file cabinets.
- Using personal cell phones during work time, or in-patient care areas.
- Soliciting or distributing materials is prohibited in work areas.
- Failing to comply with the rules for visitors when visiting residents who are friends or family members or visiting them during working time.
- Seeking personal advice from the physician, therapists, or other consultants while on the premises.
- Lending, borrowing, or accepting money or gifts from residents.
- Taking pictures within the facility or on the premises without permission from the Administrator.
- Not maintaining required licensure or certification.
- Unauthorized recording of conversations of residents or employees. Disruptive or distracting behavior including any action that is considered to be threatening to the health or well-being of others or the continued productivity or standards of The Company.

The Company reserves the right to discipline an employee in any other manner of conduct which, at its' judgment and discretion, is contrary to the interest of the Company and its stakeholders. In applying these Standards of Conduct, the Company shall have the discretion to consider the circumstances and seriousness of any infraction. The Company retains the right to alter the policies or deviate from them at their discretion.

Nothing within this policy is intended to persuade or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits or terms and conditions of employment, raising complaints about working conditions for their and their fellow employees' mutual aid or protection, or other legally required activities.

Progressive Discipline

Mission Point Healthcare Services' employees are its most valuable resource. Occasionally employees need coaching about their job performance and other issues. Managers strive to address performance issues in the most effective way possible. It is the policy of Mission Point Healthcare Services to treat all employee performance and discipline problems in a constructive and respectful manner. In all but the most serious cases, each employee will be advised of the behavior and given an opportunity to correct the problem.

Prior to beginning "formal" progressive discipline, it is generally our practice to offer coaching and counseling to the employee. This practice is left to the discretion of the Administrator/Director/Manager and is used in situations where the issue is not yet serious but does need to be corrected.

Consistent with our general philosophy that discipline is intended to be corrective in nature, your manager may follow a progressive disciplinary process. These steps may include:

- Verbal Counseling/Coaching
- Documented Verbal Warning
- First Written Warning
- Final Written Warning or Suspension (with or without pay)
- Termination of employment

Mission Point Healthcare Services does not guarantee that discipline will follow these steps in every case. In some cases, where the manager considers the situation to be serious, the first disciplinary step could be a final written warning, suspension, or even immediate termination.

When an employee shows significant improvement during a six (6) to twelve (12) month period, future violations may result in a repeat of the last step of the corrective action. Generally, employees who have not had any corrective actions for greater than twelve (12) months may start at step 2 (documented verbal warning) for future violations, at the discretion of the Administrator/Director/Manager. All documentation will remain in the employee personnel file and will not be removed even as time elapses.

Drug & Alcohol Policy

Mission Point Healthcare Services is committed to providing a safe and productive work environment for all employees and feels that involvement in certain activities is detrimental to the business. It is Mission Point Healthcare Services' policy that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs (including Marijuana) or narcotics in any manner that may impair their ability to perform assigned duties or otherwise adversely affect the safety and well-being of our Residents, themselves, co-workers, patients, and customers. Further, employees shall not possess, consume, or be impaired by alcoholic beverages or drugs/narcotics (including Marijuana) in the workplace during work time.

Upon a report of a suspected violation of this policy, the VP of Human Resources and the Administrator will be notified, and the employee will be escorted to an occupational health facility for a drug test to confirm or clarify the results. Any employee testing positive for drugs or alcohol will immediately be suspended from employment without pay, until the results have been confirmed. Any employee that initially tests positive for drug or alcohol use will be expected to find a ride home. Employees are not expected or allowed to drive under the influence. Upon confirmation of a positive result, the employee may be terminated from employment or be required to participate in an appropriate rehabilitation program.

Under the Influence

The employee is affected by a drug or intoxicant (including alcohol and marijuana) or the combination of a drug and intoxicant in any detectable manner.

The employee is impaired by or under the influence of alcohol, marijuana, or illegal drugs, or has detectable levels of marijuana, illegal drugs, or their metabolites in his/her system while on company property, while on duty, while using a company vehicle or equipment, or while performing services for Mission Point Healthcare Services or its Resident's or customers.

Prohibited Activities

The following are prohibited activities:

- The use of prescription drugs illegally, or in any manner other than as lawfully prescribed.
- Being involved in, charged with, or convicted of any illegal drug activity, either on or off the job.
- To use, possess, distribute, provide, sell, trade, or offer illegal drugs, marijuana, or alcohol on the job.

Illegal Drugs

Illegal drugs include any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained. This term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes (this also includes, but is not limited to, marijuana).

Workplace

The workplace is defined as the following:

- The site where work is done.
- An employee operating a Mission Point Healthcare Services-leased fleet vehicle, or any other vehicle used for business purposes.
- Wherever or whenever the employee is representing Mission Point Healthcare Services.
- On Mission Point Healthcare Services property.

Working Hours

Working hours are the period during which an employee is required to be at work, including but not limited to mealtime(s), rest break(s), and overtime.

Use of Medications

Employees using any medication (prescribed or over the counter) are responsible to determine whether the medication could impair their job performance, safety, or behavior. Employees are encouraged to consult their physician for answers to any questions about this.

No employee is to work at any time while taking any medication – even medication taken properly under a valid

prescription -- that could impair safe and effective work performance. An employee who has reason to believe that a medication could have an adverse effect on safety or performance is required to report that information to his/her supervisor.

Reasonable Suspicion Testing

Employees may be tested for drugs and/or alcohol when the company has reason to suspect that alcohol or drugs may be present, or that this policy may have been violated. Employees who observe or suspect drug (including marijuana) or alcohol use in violation of this policy are required to report their observations to a supervisor. In turn, supervisors are required to immediately follow up on all reports. Supervisors should utilize the *Reasonable Suspicion Observation Checklist*.

The following list is of symptoms that would illicit testing:

- Odor of alcohol or burning leaves.
- Slurred speech.
- Flushed, swollen face.
- Red or runny eyes or nose.
- Pupils dilated or constricted, or unusual eye movement.
- Lack of coordination, or swings in mood or attitude.
- Tremors or sweats.
- Unusual weariness or exhaustion.
- Drowsiness/sleepiness.
- Unexplained change in physical appearance or dress.

Post Incident Testing

An employee who is involved in an incident that results in medical treatment (where there is reasonable suspicion that drugs or alcohol were a factor in the incident), threatens property damage or personal injury, unsafe behavior on the job, or any type of vehicle accident in the course of employment, or an accident in which testing is required by law, will be subject to drug and/or alcohol testing. An employee that does not seek medical treatment may also be subject to a drug and/or alcohol test if there is reasonable suspicion that drugs or alcohol were a factor in the incident. Upon confirmation of a positive result, the employee may be terminated from employment or be required to participate in an appropriate rehabilitation program.

Refusal of Testing

Any employee who refuses to submit to a test where there is reasonable suspicion will be terminated from employment. To ensure compliance, the company reserves the right to:

- Search company premises, personal effects, and vehicles when the company has reason to suspect violations of this policy or other improper or unlawful activity.
- Confiscate items or substances related to suspected violations.
- Report suspected violations to law enforcement authorities.
- Report licensed staff per Health Professional Report of Misconduct to the License Bureau.

Workplace Violence

Mission Point Healthcare Services is committed to creating and promoting a safe environment that is void of physical threats and/or violence of any type. Employees are expected to treat co-workers, customers and visitors in a safe and non-violent manner. Remarks or behaviors that are discriminatory, and/or physically or verbally abusive are never appropriate and will not be tolerated. Fighting, violence or threats of violence in the workplace, or encouraging such

conduct while conducting business for Mission Point Healthcare Services is prohibited.

DISRUPTIVE CONDUCT DEFINED:	Any behavior or action that creates an intimidating, hostile or offensive work environment, unreasonably interferes with an individual's work performance, or otherwise interferes with or prevents regular work functions or activities.
INTIMIDATION:	An act toward another person that coerces or bullies, and which could reasonably cause the other person to fear for his or her safety or the safety of others.
THREATS OF VIOLENCE:	A communicated intent to inflict physical or other harm on any person or property. Threats of violence can also include actions short of actual physical contact or injury, verbal, written or implicit threats, or menacing or other aggressive behavior.
VIOLENCE:	The use or attempted use of physical force against or harm to another person or property; any physical assault with or without a weapon, or behavior that a reasonable person would interpret as being violent.

Employees on any premises of Mission Point Healthcare Services are expected to refrain from committing, endorsing, or otherwise encouraging any act of violence, threat of violence, intimidation, or other disruptive conduct. Any of the actions listed in the definitions above are prohibited.

An employee must immediately notify his/her supervisor, next level supervisor, or Human Resources, of any act of violence, threat of violence, intimidation, or disruptive conduct that the employee has observed or experienced. Employees may also report any threats or threatening activity to the **We Care Hotline at 616-975-5335**.

If an employee believes the situation is an emergency, **911** should be called immediately with a follow-up notification to the supervisor, Human Resources, or the We Care Hotline.

Administrators, Directors, Managers and/or Supervisors are responsible for promptly reporting to his/her appropriate next level chain of command or the VP of Human Resources all complaints, or observations of acts of violence, threats of violence, intimidation, or disruptive conduct. In response to this information, the Administrator, Director, Manager or Supervisor will be advised and counseled on how to proceed.

If an Administrator, Director, Manager or Supervisor becomes aware of an act of violence, threat of violence, intimidation, or disruptive conduct, and fails to notify the proper parties or take corrective action, he or she may be subject to appropriate disciplinary action up to and including termination.

This policy prohibits retaliation or discrimination against an employee for reporting an act of violence, threat of violence, intimidation, or disruptive conduct. Anyone engaging in retaliation against any employee will be subject to disciplinary action, up to and including termination.

General Security Practices

Employees should never hesitate to call the police if confronted with a potentially violent situation. It is better to have called the police unnecessarily than not to have the police available when a threatening situation turns violent.

Employees should never attempt to physically restrain or physically remove a threatening or violent individual.

When confronted with an angry or hostile individual:

- Stay calm.
- Listen attentively.
- Maintain eye contact.
- Be courteous and patient.
- Try to keep the situation under control by expressing a willingness to sit and calmly discuss the matter with the individual.

When confronted with a person shouting, swearing, threatening violence, or engaging in bizarre or dangerous behavior:

- Stay calm.
- Be courteous and patient but maintain your distance from the individual.
- Signal a co-worker or supervisor that you need help (do not call for help yourself if you are being directly confronted by the individual).
- Have the co-worker or supervisor call the local police, if the situation warrants.

When confronted by someone with a gun, knife, or other weapon:

- Stay calm.
- Never try to grab the weapon.
- Quietly signal to a co-worker or supervisor that you need help (do not call for help yourself if you are being directly confronted by the individual).
- Have the co-worker or supervisor call the local police.
- Be courteous and patient; keep talking but follow the instructions from the person who has the weapon; stall for time, but do not risk harm to yourself or others.
- Watch for a safe chance to escape to a safe area; take direction from the police once they arrive on the scene.

Always report violent, threatening, or harassing behavior to management, or to the “We Care Hotline.”

Weapon Free Workplace

Mission Point Healthcare Services’ policy is to maintain a workplace safe and free of violence for its employees, visitors, and residents. The possession or use of dangerous weapons on company property is prohibited.

Company property includes all company-owned vehicles or leased buildings and surrounding areas such as sidewalks, driveways, walkways, and parking lots are under the Company’s ownership and control. This policy applies to all company-owned or leased vehicles, and all vehicles that come onto company property.

Dangerous weapons include, but are not limited to, firearms, explosives, knives, and other items that might be considered dangerous or that could cause harm.

Mission Point Healthcare Services reserves the right at any time and at its discretion to search all company owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be required to leave company property immediately and will be subject to discipline up to and including a termination.

A license to carry a weapon does not supersede company policy. This policy is applicable to all company employees as well as contract and temporary employees, visitors, and vendors on company property.

Dress and Personal Appearance Policy

Employee appearance contributes to Mission Point Healthcare Services' culture and reputation. Employees are expected to present themselves in a professional manner that results in a favorable impression from patients, family members, referral sources, and other internal/external customers.

Refer to the Dress and Personal Appearance Policy. The policy outlines the attire requirements for the job roles in the company.

Falsification of Information

Falsification of any information is prohibited. This includes, but is not limited to, falsifying information on employment applications, qualifications, time records, patient charts, operation records, bank deposits, employee records, sickness records, injury claims or any other information necessary for the normal operation of the business. Such falsification may result in exclusion from further consideration for employment, or, if the employee has been hired, in termination of employment.

HIPAA Compliance for Employee Insurance Programs

Mission Point Healthcare Services is committed to taking reasonable steps to protect the privacy of an employee's Protected Health Information (PHI) and will only use or disclose such information as required or permitted under the Health Insurance Portability and Accountability Act of 1996(HIPAA).

A notice of privacy practices will be provided to all eligible participants at the time of enrollment and a new notice of privacy practices will be delivered to all participants within 60 days after a material change to the notice.

Confidentiality

As a result of employment with the Company, individuals will acquire and have access to confidential information belonging to the Company. As a condition of employment, it is understood that all such information is the exclusive property of the Company and they will not at any time during employment with the Company or thereafter disclose or distribute to anyone, except in the responsible performance of their job. If an employee is ever unsure of their obligations under this policy, it is the employee's responsibility to consult with their manager for clarification.

Conflicts of Interest

The Company expects all employees to conduct themselves and Company business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

If you are in doubt about a situation that you believe may create an actual or potential conflict of interest, contact Human Resources.

The list below suggests some of the types of activities that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics. This is not to be considered a comprehensive list:

- Simultaneous employment by another firm that is a competitor of or supplier to the Company;
- Conducting company business with a firm in which the employee, or a close relative of the employee, has a

- substantial ownership or interest;
- Holding a substantial interest in, or participating in the management of, a firm to which the Company makes sales or from which it makes purchases;
- Borrowing money from customers or firms, other than recognized loan institutions, from which our Company buys services, materials, equipment, or supplies;
- Accepting substantial gifts or excessive entertainment from an outside organization or agency;
- Speculating or dealing in materials, equipment, supplies, services, or property purchased by the Company;
- Participating in civic or professional organization activities in a manner that divulges confidential Company information;
- Misusing privileged information or revealing confidential data;
- Using one's position in the Company or knowledge of its affairs for personal gains; *and*
- Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of Company business.

SECTION 12: GENERAL COMMUNICATIONS AND DATA POLICY

The Company has established the following policy that governs the use of its electronic, telephone and computer communication systems (including but not limited to e-mail and voicemail systems) in the workplace. Employees' use of the Company's electronic and communication systems constitutes the employees' agreement to abide by these policies governing the communication systems as set forth below and in accordance with future amendments.

- Business Use:** Employees are given access to the Internet to assist them in the performance of their jobs. Employee use of Company computers, printers, applications, and electronic equipment and telecommunications system is for job-related or approved activities only. The Company's electronic, telephone and computer communication systems may not be used for personal use or used to promote commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.

No personal documents or media files should be stored on Company computers at any time. Company computers and the Company-provided Internet access may not be used to stream music or videos, except for business-related purposes.

E-mail and voice-mail messages reflect the Company's image. They should be composed in a professional manner that is similar to messages sent on letterhead.

Email correspondence should be reviewed in a timely manner to ensure efficient business operations.

- b. **File Management:** In order to keep Company communication systems running efficiently, employees should delete unnecessary electronic, telephone and computer messages stored in the system that are no longer needed. Company documents should never be stored on personal devices.
- c. **Facility Property:** In addition to the system hardware and software, all electronic, telephone and computer files and messages are the property of the Company, whether composed, received, stored or sent by an employee. E-mail and voicemail messages and other electronic, telephone and computer files constitute business records belonging to the Company.
- d. **Privacy Issues:** Employees shall have no expectation of privacy in any message sent or received or in any data or information stored on the Company's equipment/property or in their use of electronic media while conducting Company business. All messages sent and received, and all data and information stored on the Company's email system, telephone system, including voicemail and answering machines, or computer system are the Company's property, regardless of content. The Company reserves the unilateral right to review, monitor, access, audit, intercept and disclose an employee's use of the Internet at any time including all messages created, received or sent via any communication system for any purpose, with or without notice, and with or without an employee's permission.

The use of passwords for security does not constitute confidentiality or privacy. Employees must respect the confidentiality of other employees' electronic, telephone and computer files and messages. Employees are not authorized to retrieve, read or access any analog or electronic communications that are not intended for them.

Further, employees may not attempt to read or access other employee's communication systems, breach computer or network security measures, or monitor electronic, telephone and computer files and messages of other employees or third parties except by explicit direction of Company management. Your passwords should never be shared with others.

- e. **Proprietary Information and Copyright Restrictions:** Receiving, downloading, sending or uploading proprietary information is prohibited without prior authorization. Such information includes copyrighted materials, trade secrets, proprietary financial information, or similar materials.

Anyone obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except as permitted by the copyright owner. Any printed materials or electronic files in an employee's possession at the time of termination with the Company must be immediately returned to their manager. Failure to do so will result in the Company taking all appropriate action, including legal action, to enforce this policy.

- f. **Non-Discrimination/Anti-Harassment Policies:** The Company policies prohibiting sexual or other harassment are applicable to all electronic, telephone and computer files and messages, including e-mail, text, and voicemail systems. Employees may not use the Company's electronic, communication systems to transmit, retrieve or store any type of discriminatory, harassing, or derogatory subject matter to any individual or group, or of which are obscene, vulgar, or pornographic, or are of a defamatory or threatening nature, or for any other purpose which is illegal.
- g. **Social Networking Policy:** The Company takes no position on your decision to start or maintain a blog or participate in other social networking activities. However, it is the right and duty of the Company to protect itself from unauthorized disclosure of information. "Social media" includes all means of communicating or posting information or content of any sort on the Internet, whether associated or affiliated with the Company

as well as any other form of electronic communication.

The same principles and guidelines found in the Company's policies apply to an employee's activities online. Ultimately, employees are solely responsible for what they post online. Employee conduct that adversely affects job performance, the performance of fellow employees or stakeholders or any actions which are disruptive to the cooperative teamwork environment which the Company strives to promote may result in disciplinary action, up to and including termination.

When choosing to use social media, employees should carefully follow the policies of this handbook including, but not limited to, the policies on discrimination, harassment, HIPAA, and confidentiality.

Inappropriate postings that include discriminatory remarks, harassment, threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject an employee to disciplinary action, up to and including termination of employment.

Employees are also expected to maintain the confidentiality of the Company trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology.

Under no circumstance should any internal reports, policies, procedures or other internal business-related confidential communications be posted.

Employees should never represent themselves as a spokesperson for the Company unless they are acting in an official capacity to do so. If the Company is the subject of employee-created content, the employee should be clear and open about the fact that they are an employee and make it clear that their views do not represent those of the Company and its stakeholders. If an employee publishes a blog or posts online regarding work or work-related information associated with the Company, it should be made clear by the employee that they are not speaking on behalf of the company by including the disclaimer, "The postings on this site are my own and do not necessarily reflect the views of the Company or its affiliates."

Nothing in this Social Networking policy is intended to persuade or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits or terms and conditions of employment raising complaints about working conditions for their and their fellow employees' mutual aid or protection, or other legally required activities.

- h. **Use of Company Email System:** Certain activities are prohibited when using the Internet or electronic communications. These include, but are not limited to:
- accessing, downloading, printing or storing information with sexually explicit content;
 - downloading or transmitting fraudulent, threatening, obscene, intimidating, defamatory, harassing, discriminatory, or otherwise unlawful messages or images;
 - installing or downloading computer software, programs, or executable files without prior approval of the IT department;
 - uploading or downloading copyrighted materials or proprietary agency information contrary to policy;
 - uploading or downloading access-restricted Company information in violation of Company policy; or
 - sending e-mail using another's identity, an assumed name, or anonymously; permitting a non-user to use for purposes of communicating the message of some third-party individual or organization; and/or any other activities designated as prohibited by the Company.
- b. **Use of Company IT Systems:** Any and all equipment issued by the Company and information stored on electronic and computing devices remains the sole property of the Company. Any mishandling is prohibited, and loss or theft should be promptly reported. The Company also reserves the right to monitor all Company

information systems.

Acceptable use of information systems includes, but is not limited to:

- Using computing resources only for authorized purposes.
- Protecting your computer equipment, user-ID, and password from unauthorized use. You are responsible for all activities associated with your user-ID or that originate from your credentials.
- Access only files and data that are your own, which are publicly available, or to which you have been given authorized access.
- Using only legal versions of copyrighted software in compliance with vendor license requirements and approved by the Company Information Systems department.

Unacceptable use of information systems includes but is not limited to:

- Using another person's user-ID or password.
- Using another person's system, files, or data without permission.
- Attempting to circumvent or subvert system or network security measures.
- Sending PHI, PII or sensitive Company information over unencrypted channels.
- Engaging in any activity that might be harmful to systems or to any information stored thereon, such as creating or propagating viruses, disrupting services, or damaging files.
- Using Mission Point Healthcare Services systems for commercial, political, or extensive personal use.
- Installing or using illegal copies of copyrighted software or any software not approved by the Information Systems department.
- Using mail or messaging services to intimidate or otherwise harass another person.
- Engaging in any other activity that does not comply with the general principles presented above.

Data shall not be shared with any entity who is not on the Mission Point Healthcare Services Agreement list unless required by law. Please refer to the Computer Use Policy for more information.

Conclusion. Employees who observe violations of any electronic communication policies shall immediately report the violation to management. Employees who violate this policy are subject to discipline, up to and including termination of employment.

Email Signature and Guidelines

Your email signature, often called a signature block, is your way of efficiently conveying all necessary contact information to each person you email. Additionally, the elements included in your signature block represent the corporate brand and image of Mission Point Healthcare Services.

SECTION 13: ANNUAL IN-SERVICES, LICENSURE, AND EDUCATION

Online Training and Annual In-Services

Mission Point Healthcare Services utilizes Relias for employees to complete annual required in-services. Relias has a broad range of in-service and Continuing Education Courses (CEC) for licensed and certified staff.

While learning through Relias can be done online from any computer with secure internet access, Mission Point Healthcare Services has imposed strict guidelines on when and where an employee can access the company-required

training. Employees must be properly compensated for all time spent completing the mandatory in-services through Relias. Mission Point Healthcare Services requires employees to complete the mandatory in-services on a computer at the employee's working facility. The employee should be punched in for any time used to complete the mandatory in-services.

An exception will be made for employees who are unable to attend any live Ad Hoc mandatory training (e.g., Plan of Correction in-services and training) and cannot complete these training courses on a computer at the employee's working facility. These employees must seek an exception from the Administrator before any training is taken outside of the working facility. Employees will be compensated based on the actual amount of time the training took in the live sessions.

Mission Point Healthcare Services assigns a course package to employees in Relias each month with the course(s) due by the end of that month. If these courses are not completed in a timely manner, employees may be removed from the schedule until they are completed and/or face disciplinary action up to and including termination.

Employees who choose to participate in additional, non-required in-services through Relias may do so. Employees may take these non-mandatory in-services during their off-duty time at the facility provided computer. Employees needing to complete any mandatory in-services will take precedence over employees choosing to participate in the non-required in-services. Employees may also take these non-mandatory in-services on any secure web connection outside of the facility. Time spent on these non-required in-services is not compensated by Mission Point Healthcare Services.

Employees who have a current license or certification that requires them to participate in continuing education courses may take any of the Relias offers to meet the CEC requirements of their licensure or certification. Employees can enter their type of license or certification into Relias and find more information on CEC courses offered to them. These courses can be taken at any place and time, outside of scheduled working hours, that is convenient to the employee. Time dedicated to completing these CEC courses will not be compensated.

CERTIFIED NURSE AIDES: CERTIFIED NURSE AIDES ARE REQUIRED TO COMPLETE TWELVE (12) HOURS OF IN-SERVICING ANNUALLY. FAILURE TO COMPLETE THIS REQUIREMENT COULD RESULT IN LOSS OF CERTIFICATION.

Nurse Aide Registry Fees and Reimbursement

To comply with the requirements set forth in the Michigan Department of Community Health's Medicaid Provider Manual, Mission Point Healthcare Services will reimburse Certified Nurse Aides working in a Medicaid certified nursing facility for costs incurred relating to initial registry fees (if paid for by the employee) and the biennial registry fees. Mission Point Healthcare Services will pay for the knowledge and skills testing required for certification for all currently employed nurse aides who are not yet certified.

For currently employed CNA's, Mission Point Healthcare Services will reimburse for biennial registry renewal fees.

For newly employed CNA's who have acquired their certification in the past 12 months, Mission Point Healthcare Services will reimburse a portion of any fees the CNA personally paid for nurse aide training, competency testing, and registry fees. The amount that Mission Point Healthcare Services will reimburse is determined biennially by Medicaid. These costs will not be reimbursed if a previous employer has reimbursed the CNA for the entire amount; however, if the entire amount was not reimbursed, the facility will reimburse the remaining amount. Reimbursement to the individual CNA will be made within six months of the date of employment.

When a Certified Nurse Aide has paid for any costs associated with acquiring a certification or recertification, the C.N.A.

must request reimbursement by submitting a *CNA Training Reimbursement Form* to the Administrator or the HR Representative. In addition, the CNA must provide a copy of proof of dated payment – copy of receipt of cash payment, copy of a cancelled check, or a credit card receipt showing the amount paid.

Once approved, the HR Representative will add this as an expense to the employee's payroll.

All reimbursement costs, other than the biennial dues, will be split into three equal payments and will be paid every two months that the CNA has worked for Mission Point Healthcare Services. This will ensure that the entire reimbursement will be made within six months of the date of employment.

When a nurse aide needs to schedule an appointment to take the clinical skills test and the knowledge test, there are two ways Mission Point Healthcare Services can pay for the testing:

1. The Administrator or HR Representative can fill out a *Direct Check Request* and send it to Accounts Payable prior to scheduling the testing date. Accounts Payable will send the check to the facility so it can be mailed in with the additional paperwork required.
2. The Administrator or HR Representative can use the company credit card to pay for the cost of the testing. When using the credit card, it is essential to get a receipt for the payment and forward it to Accounts Payable, so they can reconcile the transaction.

Reimbursement

An employed nurse aide that incurred costs of the training program shall be reimbursed the lesser of the maximum limit established by the Medicaid program or the actual training and testing costs incurred by the aide. These costs can include:

- Training program cost including fees for textbooks and required course material.
- Competency Evaluation Program (CEP) testing fees, including retesting fees; CEP testing required due to the nurse aide registry document expiration; and rescheduling fees.
- Registry renewal fees for the previous 24 months.

Licensure / Certification for Nurses and Certified Nurse Aides

Each nurse must possess a "Board of Nursing" License and each Certified Nurse Aide must possess a Nurse Aide Registry Document issued by the Michigan Department of Community Health.

As candidates for Nurse and Certified Nurse Aide positions are being considered, Human Resources and Talent Acquisition will confirm the current licensure/certification of the candidate through the appropriate website throughout the hiring and onboarding process. Human Resources will regularly audit licensure and certifications of all required staff monthly.

It is the expectation that all licenses and certifications are in good standing and active at all times. It is the responsibility of the employee to maintain their licensure and certification as required by their position.

Nurses must renew their licenses before the expiration dates; however, nurses have a 30-day grace period in which they can work after their license expires. If the expiration date is not showing updated in LARA by the end of the 30- day grace period, then the nurse must be removed from the schedule until the license is renewed.

A CNA employed by Mission Point Healthcare Services must have gone through an approved Nurse Aide Training Course in the State of Michigan. For the Nurse Aide who has been hired after completing the course, but who has not completed the knowledge skills test, the testing must be completed within a timeframe of four months in order to remain employed.

Basic Cardiac Life Support Certification

BCLS (Basic Cardiac Life Support): Certification through the American Red Cross Professional Rescuer or American Heart Association Care Provider.

All licensed Respiratory Therapists and Nurses involved in direct care must be BCLS certified upon hire or become certified within their 90-day orientation period. These employees are responsible for the fees associated with the initial certification unless the certification is taken through Mission Point Healthcare Services.

Employees with a current certification shall be responsible to take a refresher course so that the certification does not expire. Proof of renewed certification must be kept in the personnel file during the course of employment. Non-compliance by the employee may result in disciplinary action including an unpaid suspension until such certification is obtained.

Mission Point Healthcare Services will offer classes throughout the year for re-certification purposes. Employees are encouraged to sign up for these classes and will be paid at their regular rate of pay for time spent on courses taken to maintain certification to a maximum of eight hours (8) per year. If an employee does not attend Mission Point Healthcare Services' course and must attend a course outside Mission Point Healthcare Services, online courses are not acceptable. Employees will not be paid for time spent on courses taken outside of Mission Point Healthcare Services.

CNA's are encouraged to attend any certification or re-certification course offered by Mission Point Healthcare Services based upon availability of spots. CNA's who participate in a course offered by Mission Point Healthcare Services will be paid at their regular rate of pay for time spent in the course for a maximum of eight hours (8) per year.

Educational Programs

Mission Point Healthcare Services has partnered with several local colleges and universities on tuition savings programs for nursing programs. For more information on partnerships or other programs, please contact your Human Resources Department for details.

SECTION 14: SEPARATION FROM EMPLOYMENT

Separation of Employment

Employees resigning from their employment with Mission Point Healthcare Services are requested to give two weeks' notice in writing. Administrators, Directors, and Managers are requested to give four weeks' notice in writing.

Employees who resign must provide written notification to their immediate Manager/Supervisor. This notice should include the expected last day of work. The termination or retirement date shall be the last day worked.

Termination dates may not be extended with Paid Time Off. Any unused PTO will not be paid out upon separation. The termination date will become the expected return to work date for an employee who resigns while on a Leave of Absence.

Employees will be asked to complete an exit interview to help Mission Point Healthcare Services identify any issues or trends that may need to be brought to the attention of the Human Resources Department or Senior Management.

Employees who fail to give proper notice may be considered ineligible for rehire.

On the last day of employment, the Mission Point Healthcare Services ID badge, equipment and/or keys should be returned to Mission Point Healthcare Services. Employees who have a company provided phone, laptop, or other equipment will not only be expected to return the device(s), but to also supply passwords for such devices along with the iCloud passwords associated with the device(s).

Return of Company Property

Employees are responsible for all property, computer equipment, keys or key fobs issued to them. Employees must return all Company property immediately upon request, upon resignation, or upon termination of employment. All Company property is to be returned in working order. Where permitted by applicable laws, the Company may withhold from the employee's paycheck the cost of any items that are not returned when required.

The Company may take any action deemed appropriate to recover or protect its property.

Retirement

Employees who are planning to retire are asked to provide as much advanced notice as possible, but no less than one month prior to the effective date of retirement.

Conclusion

This handbook is not a complete statement of all Company policies and procedures but is an introductory guide to the most important areas of interest to employees. The Company reserves the right to discontinue or revise the information contained in this handbook at any time. In addition, this handbook does not represent an expressed or implied employment contract between the Company and its employees. Furthermore, this handbook simply affirms that your employment is fundamentally on an at-will basis, in lieu of any public policy exception.

Thank you for taking time to read and study this handbook. Should you have any questions, please contact the Human Resources department.

Acknowledgement of Receipt of Employee Handbook

This Employee Handbook has been prepared for your understanding of Company policies, practices, and benefits.

The Company reserves the right to make changes at any time and without notice to this handbook at its discretion. The Company also reserves the right to interpret the policies and procedures within this handbook at its' discretion. This Employee Handbook supersedes all prior manuals and previously issued policies.

With your attestation, you acknowledge that you received a copy of the Company Employee Handbook. You acknowledge that you have had the opportunity to ask questions about this handbook.

You acknowledge that you have reviewed this handbook and understand that it is your responsibility to read and comply with the policies contained in this handbook and any revisions made to it. You agree to comply with all policies and procedures described in this handbook and to be bound by them. You understand that this handbook is intended only as a general reference and is not intended to cover every situation that may arise during your employment.

You also acknowledge that you have been provided access to an online copy of the Company Employee Handbook. You understand in the event of questions, the online version of this Company Employee Handbook will be the ruling authority.

You acknowledge that this handbook is not intended to create, nor shall it be construed as creating, any express or implied contract of employment for a definite or specific period of time between you and the Company or to otherwise create express or implied legally enforceable contractual obligations on the part of the Company concerning any terms, conditions or privileges of employment. The Company can terminate this employment relationship at-will, with or without cause, at any time, so long as there is no violation of applicable state or federal law.

Employee Name

Date

Print Name

Facility

EMPLOYEE ARBITRATION

1. Any "covered claim" that you may have against the Company (or its owners, directors, officers, managers, employees or agents) or that the Company may have against you shall be submitted exclusively to and determined exclusively by binding arbitration under the Federal Arbitration Act, 9 U.S.C. § 1 et seq., regardless of the state in which the arbitration is held or the substantive law applied in the arbitration.
2. Covered claims include, but are not limited to, disputes concerning wage and hour law, compensation, leave, harassment, discrimination, retaliation, breaks or rest periods, uniform maintenance, expense reimbursement, training, discipline, termination, defamation, transfer, demotion, promotion and termination. It also includes, but is not limited to, any claims that come about through Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, Equal Pay Act, Americans with Disabilities Act, as amended, Family and Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Genetic Information Non-Discrimination Act, and any federal, state or local laws or regulations covering the same or similar matters or any aspect of the employment relationship, as well as any tort, negligence, or contractual claim. It also includes claims the Company may have against me, such as for conversion or breach of fiduciary duty and other business torts like intentional interference or inducement to breach a contract.

Issues relating to this Dispute Resolution Agreement's validity, enforceability, or interpretation of its prohibitions on class, collective, and representative proceedings, shall be exclusively for a court of competent jurisdiction to decide. Otherwise, the Company and I agree that all other issues are for the Arbitrator to decide.

This Dispute Resolution Agreement does not cover any claims for workers' compensation, state disability insurance, or unemployment insurance benefits. I can still bring claims to an administrative agency if the law says so. These would be claims like those before the Equal Employment Opportunity Commission (or state or local equivalent), the Department of Labor, or the National Labor Relations Board. This Dispute Resolution Agreement does not prevent me from bringing those claims before an administrative agency, but it likewise does not excuse me from failing to bring such a claim if I am required to do so to exhaust my administrative remedies. Notwithstanding the foregoing, I agree that I will not seek any monetary compensation as a result of any proceeding arising from the filing of a charge (and/or participating in an investigation resulting from the filing of a charge) with the EEOC and/or state or local human rights agency, because I understand that if I believe I am owed any monetary compensation related to any charge I might file with the EEOC and/or state or local human rights agency, this Dispute Resolution Agreement provides the exclusive avenue through which I will seek it.

3. The Company and you are required to bring all claims subject to arbitration in one arbitration proceeding. Any such claims not brought in one arbitration shall be waived and precluded. The arbitrator shall have the power to hear as many claims you or the Company may have against each other consistent with the terms of this Agreement.

The arbitrator has no authority to and shall not consolidate claims of different employees into one proceeding, nor shall the arbitrator have the power to hear an arbitration as a class or collective action (a class or collective action involves an arbitration or lawsuit where representative members of a group who claim to share a common interest seek class or collective relief), and you shall not be allowed to submit your claim(s) against the Company to arbitration as a representative of or participant to a class or collective action or a claim seeking class or collective relief.

4. The arbitration is administered by the American Arbitration Association ("AAA") and the employment arbitration portion of the AAA's Employment Arbitration Rules and Mediation Procedures. Arbitration is held before one neutral, third-party Arbitrator. If there are any differences between this Agreement and the employment arbitration portion of the AAA's Employment Arbitration Rules and Mediation Procedures, this Agreement shall apply.

5. Neither the Company nor you can file a civil lawsuit in court against the other party relating to such covered claims. If a party files a lawsuit in court to resolve claims subject to arbitration, both agree that the court shall dismiss the lawsuit and require the claim to be resolved through arbitration.

6. If a party files a lawsuit in court involving claims that are, and other claims that are not, subject to arbitration, such party shall request the court to stay litigation of the nonarbitrable claims and require that arbitration take place with respect to those claims subject to arbitration. The arbitrator's decision on the arbitral claims, including any determinations as to disputed factual or legal issues, shall be entitled to full force and effect in any later court lawsuit on any nonarbitrable claims.

7. Arbitration must be initiated in accordance with the time limits contained in the applicable law's statute of limitations.

8. The arbitration hearing shall be held at a location within twenty-five (25) miles of your last place of employment with the Company, unless the parties agree otherwise.

9. "Costs of arbitration" include filing or administrative fees charged by the arbitration service, or hourly fees charged by the arbitrator. "Incidental costs" include such items as photocopying or the costs of producing witnesses or proof. The Company shall pay the costs of arbitration, excluding incidental costs. The Arbitration Policy does not infringe on either party's right to consult with an attorney at any time. The Arbitrator may (based on the facts and circumstances) also require that the Company pay any incidental costs.

10. Upon a finding that a party has sustained its burden of persuasion in establishing a violation of applicable law, the arbitrator shall have the same power and authority as would a court to grant any relief, including costs and attorney's fees, that a court could grant, in conformance with applicable principles of common, decisional and statutory law, in the relevant jurisdiction.

11. The parties may settle their dispute at any time without involvement of the arbitrator.

12. Class/Collective Action Waiver. The Company and I agree that any and all claims subject to arbitration may be instituted and arbitrated only in an individual capacity, and not on behalf of or as a part of any purported class, collective, representative, or consolidated action (collectively referred to in this Dispute Resolution Agreement as a "Class Action"). Furthermore, The Company and I agree that neither party can initiate a Class Action in court or in arbitration in order to pursue any claims that are subject to arbitration pursuant to this Employee Handbook. Moreover, neither party can join a Class Action or participate as a member of a Class Action instituted by someone else in court or in arbitration in order to pursue any claims that are subject to arbitration pursuant to this Employee Handbook. It is the parties' intent to the fullest extent permitted by law to waive any and all rights to the application of Class Action procedures or remedies with respect to all claims subject to this Employee Handbook, and it is expressly agreed between The Company and me that any arbitrator adjudicating claims shall have no power or authority to adjudicate Class Action claims and proceedings. The waiver of Class Action claims and proceedings is an

essential and material term of this Employee Handbook, and the Company and I agree that if it is determined by a court of competent jurisdiction that it is prohibited or invalid under applicable law, then this entire Employee Arbitration Policy is unenforceable. Otherwise, if any other provision of this Employee Arbitration Policy is held to be unenforceable by a court of competent jurisdiction, such provision shall be deemed voided; however, all remaining provisions of this Employee Arbitration Policy shall remain in full force and effect.

I acknowledge and agree that the Employee Arbitration Policy is a condition of my employment or continued employment with the Company. This Employee Arbitration Policy is not and shall not be construed to create any contract of employment for a specified duration, express or implied. This Employee Arbitration Policy does not in any way alter the "at will" status of employment with the Company, meaning that either I or the Company may terminate the employment relationship at any time, with or without advance notice, and with or without cause, however, this Employee Arbitration Policy will remain in full force and effect after my employment relationship with the Company ends.

I understand that, as a condition of employment and pursuant to this Employee Arbitration Policy, I am waiving my right to a jury trial and waiving any right I may have to bring any claim covered by this Policy as a Class Action (as defined herein), either in court or in arbitration, or to participate in such an action.

13. If any term or provision, or portion of this Arbitration Policy is declared void or unenforceable it shall be severed and the remainder of this policy shall be enforceable.

14. This Arbitration Policy may be modified, in whole or in part, or terminated by the Company only after the Company provides at least 30 days written notice of such modification or termination to you, and only with respect to claims submitted under the Policy which are received after the effective date of such modification or termination. The Arbitration Policy in effect at the time a claim is received by the Company will govern the process by which the claim is determined.

15. THE SUBMISSION OF AN APPLICATION, ACCEPTANCE OF EMPLOYMENT OR THE CONTINUATION OF EMPLOYMENT BY YOU SHALL BE DEEMED TO BE ACCEPTANCE OF THIS ARBITRATION POLICY. NO SIGNATURE SHALL BE REQUIRED FOR THE POLICY TO BE APPLICABLE. THE MUTUAL OBLIGATIONS SET FORTH IN THIS AGREEMENT SHALL CONSTITUTE A CONTRACT BETWEEN YOU AND THE COMPANY BUT SHALL NOT CHANGE YOUR AT-WILL RELATIONSHIP OR ANY TERM OF ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE COMPANY AND YOU. THIS POLICY SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND THE COMPANY FOR THE RESOLUTION OF COVERED CLAIMS.

Employee Name

Date _____

Print Name

Facility