

Tender Touch

R E H A B S E R V I C E S

All employees working for Tender Touch (the “Employee”) must familiarize themselves and understand the following policies and procedures, statements, manuals and information sheets (the “Policy”). Employees understand that the Policy does not constitute a contractual agreement and that either the employee or the Company may terminate employment at any time, with or without cause. Employee understands that no manager or representative of the Company, other than a duly-authorized Company officer, has any authority to enter into any employment agreement for a specified period of time or to make any promises or commitments contrary to the foregoing, and any such promises or commitments must be in writing and signed by such officer.

Employees understand that the information contained in the Policy represents guidelines only and that the Company may change, rescind or add to any policies, benefits or practices described in this Policy at any time at its sole and absolute discretion with or without prior notice.

Employees authorize the Company to monitor and/or record any and all communications made by me using Company computers, telephones, cell phones, smartphones, tablets, or similar devices, networks, Company-paid phone lines or any other Company equipment.

Furthermore, Employees specifically acknowledge that they have thoroughly read the Company’s Anti-Harassment Policy and Complaint Procedure. Employees specifically agree to abide by the policies’ requirements. Employees also agree that if there is any provision of these policies, or any other Company policy, that they do not understand, they will seek clarification from the Human Resources department.

Employees accept full responsibility for familiarizing myself with these policies and procedures, statements, manuals, handbooks, and information sheets, and agree to act in accordance with the rules and regulations set forth.

Tender Touch offers a comprehensive orientation on Tracks 1-6. All employees will be required to review these tracks upon start of employment. Please inquire with your Supervisor or the Human Resources Department for access to the Tracks.

POLICY AND PROCEDURES

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CODE OF ETHICS AND CONDUCT

Tender Touch is committed to providing high quality rehabilitative care to residents pursuant to the highest ethical, business and legal standards. Tender Touch recognizes each resident as an individual with unique health care needs. Tender Touch is committed to providing an equal level of care to all residents with the same needs, regardless of the patient's ability to pay. Care is determined by the patient's individual needs.

Tender Touch expects all employees to abide by the standards of conduct detailed in this Code of Ethics and Conduct.

Tender Touch has adopted this organizational code of ethics in order to protect and secure resident rights and ensure their quality of life. Tender touch expects all employees to abide by our Code of Ethics and Conduct to ensure appropriate care of our residents and patients and professional and ethical conduct of our staff.

Standards of Conduct

A. Confidentiality

All residents' information shall be kept in confidence as stated in the Tender Touch Confidentiality and Protected Health Information policies included in this compliance manual. Tender Touch personnel shall not utilize confidential or proprietary information without the written consent of Tender Touch.

B. Ethical/Honest Conduct

The Tender Touch staff is educated on all ethical issues regarding patient care, safety and resident rights, and is expected and required to be law abiding, honest, trustworthy and fair in all of their business dealings. In such dealings, all Tender Touch staff members must never make any misrepresentations, dishonest statements, or statements intended to mislead or misinform. Tender Touch employees shall perform their duties to the best of their ability and shall not participate in any unethical or illegal practices. Therapists shall provide services in a fair and equitable manner and respect the safety and wellbeing of residents.

C. Patient Care

All Tender Touch employees shall abide by quality patient care policies and workplace rules and regulations, and shall maintain appropriate relationships with patients and staff. All employees will promote the health and wellness of residents and encourage residents to be active in their health care decisions. Tender Touch respects residents' rights to accept or decline treatment.

D. Self Dealing

Tender Touch employees may not participate in any financial agreements or otherwise receive any personal benefit or favorable treatment in dealing with outside agencies or vendors. Furthermore, Tender Touch employees may not accept gifts or gratuities from patients or outside agencies or vendors.

E. Requisites for Employment

All Tender Touch employees are responsible for maintaining a current license to practice their respective profession, satisfying continuing education and medical requirements, and maintaining appropriate credentials and a high standard of competency in such profession. Tender Touch employees shall participate in mandatory training as required by Tender Touch and keep abreast of new technology, modalities and treatment interventions. All employees shall make every effort to advocate for their patients, co-workers, and profession, and shall abide by all state and federal laws, as well as all rules and regulations in connection with their respective discipline's governing board and/or national association.

F. Reporting/Non-Retaliation

All Tender Touch employees shall notify their immediate supervisor of any compliance and ethical concerns that they may have or perceive. Retaliation in any form against an individual who in good faith reports possible unethical, illegal, or non-compliant conduct is strictly prohibited and is itself a serious violation of this Code of Ethics and Conduct. Acts of retaliation should be reported to the respective Regional Manager immediately and will be disciplined appropriately.

G. Documentation/Coding/Billing

Tender Touch employees shall document their professional services in accordance with applicable law and Tender Touch's policies and procedures, and shall keep such documentation and information confidential and safe. The medical record and the information on any claim submitted for payment must always be consistent with each other and accurately report the therapy services provided. Codes may only be selected based upon each specific skilled intervention/modality provided and documented. Tender Touch personnel shall not utilize a code that is higher than what best represents the service actually provided or select codes based upon the reimbursement amount.

H. Medical Necessity

Tender Touch will only submit claims to the Medicare Program for therapy services provided when the skills of a therapist are necessary to safely and effectively furnish or supervise a recognized rehabilitative therapy service. Tender Touch will not submit claims to Medicare for therapy services if a patient's therapy could be provided safely and effectively through a home exercise program, self management program, restorative nursing program or caregiver assisted program (i.e. maintenance therapy). In addition, claims will only be submitted if there is an expectation that the resident's condition will improve significantly in a reasonable (and generally predictable) period of time.

Tender Touch had adopted this organizational Code of Ethics and Conduct in order to protect and secure residents' rights and ensure their quality of life. Tender Touch expects all employees to abide by our Code of Ethics and Conduct in order to ensure the appropriate care of residents and patients, as well as the professional and ethical conduct of our staff.

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MEDICARE PROGRAM REQUIREMENTS

I. Purpose

Compliance with Medicare Program Requirements

II. Policy

Tender Touch staff will only submit claims for services provided to Medicare beneficiaries that comply with federal rules concerning medical necessity, supervision, documentation, coding and billing.

III. Procedure

I. Medical Necessity

Tender Touch staff will only submit claims to the Medicare Program for skilled therapy services provided when the skills of a physical therapist, physical therapist assistant, occupational therapist, occupational therapist assistant, CFY, speech language pathologist are necessary to safely and effectively furnish or supervise a Medicare Program recognized rehabilitative therapy service. Staff will not submit claims to Medicare for therapy services if a patient's therapy could be provided safely and effectively through a home exercise program, self management program or by an unskilled caregiver.

A. Rehabilitative Therapy Services

Under Medicare rules, rehabilitative therapy services are "medically necessary" services that may be billed to the Medicare program when an individualized assessment of the patient's clinical condition demonstrates the specialized judgment, knowledge and skills of a qualified therapist are necessary for the provision of services (skilled service).

- a) There must be an expectation that the individual's condition will improve significantly in a reasonable (and generally predictable) period of time. If an individual's expected rehabilitation potential would be insignificant in relation to the extent and duration of therapy services required to achieve such potential, therapy would not be covered because it is not considered rehabilitative or reasonable and necessary.
- b) A therapy plan of care is developed either by the physician or by the clinician who will provide the therapy services. The plan must be certified by a physician.
- c) All services provided are to be specific and effective treatments for the patient's condition according to accepted standards of medical practice, and the amount, frequency and duration of the services must be reasonable.
- d) While an individual's particular medical condition is a valid factor in deciding if skilled therapy services are needed, a diagnosis or prognosis should never be the sole factor in deciding that a service is or is not skilled. The key issue is whether the skills of a qualified therapist are needed to treat the illness or injury.

B. Maintenance Therapy

Maintenance Therapy is covered when an individual's assessment of the patient's clinical condition demonstrates that the specialized judgment and knowledge of a qualified therapist is necessary for the performance of a safe and effective maintenance program. The maintenance program is to maintain the patient's current condition or prevent or slow further deterioration is covered by Medicare as long as the beneficiary requires skilled care for the safe and effective performance of the program.

II. Orders/Referrals And Need For Care

An order or referral for therapy, if documented in the medical record, provides evidence of both the need for care and that the patient is under the care of a physician. Signed orders may or may not include a plan of care (see IV B below).

III. Personnel and Supervision Requirements

A. Personnel Authorized to Provide Outpatient Therapy Services

Medicare billable therapy service may be provided by any of the following:

- Physician
- Physical therapist
- Physical therapist assistant (under appropriate supervision, as set forth below)
- Occupational therapist
- Occupational therapist assistant
- Speech language pathologist
- Clinical fellow

Under Medicare rules, athletic trainers, exercise physiologists, massage therapists, recreation therapists, kinesiotherapists, low vision specialists, lymphedema specialists, pilates instructors, rehabilitation technicians and life skills trainers are *not* considered qualified therapy professionals. Thus, services performed by any such personnel employed by Tender Touch will not be billed to Medicare, even if performed under the supervision of a physical therapist with the exception aides. The time spent on setup preceding skilled therapy may be coded on the MDS. The aide must be under the direct supervision of a therapist or assistant.

B. Supervision Requirements

In order to submit claims to Medicare, all services performed by therapists assistants must be performed under the direct supervision of a therapist. Direct supervision means the therapist is present in the office suite when the assistant is providing the service and the therapist is immediately available to furnish assistance and direction throughout the performance of the procedure. It does not mean that the therapist must be present in the room when the procedure is performed.

Therapy Aides – Therapy Aides cannot provide skilled services. Only the time a therapy aide spends on set-up preceding skilled therapy may be coded on the MDS (i.e. set up the treatment area for wound therapy) and should be coded under the appropriate mode for the skilled therapy (individual, concurrent or group) in O0400. The therapy aide must be under direct supervision of the therapist or assistant (i.e. the therapist/assistant must be in the facility and immediately available).

Medicare Part A – Therapy students are not required to be in line-of-sight of the professional supervising therapist/assistant.

Time may be coded on the MDS when the therapist provides skilled services and direction to a student who is participating in the provision of therapy. All time that the student spends with patients should be documented. If the student is treating one patient and the supervising therapist is treating another patient, the minutes are considered concurrent.

Medicare Part B – The following criteria must be met in order for services provided by a student to be billed by the facility:

- The qualified professional is present and in the room for the entire session. The student participates in the delivery of services when the qualified practitioner is directing the service, making the skilled judgment, and is responsible for the assessment and treatment.
- The therapist is not engaged in treating another patient or doing other tasks at the same time.
- The qualified professional is the person responsible for the services and, as such, signs all documentation.
- Physical therapy assistants and occupational therapy assistants are not precluded from serving as clinical instructors for therapy assistant students while providing services within their scope of work and performed under the direction and supervision of a qualified physical or occupational therapist.

IV. Documentation Requirements

The patient's medical record must contain documentation that fully supports the medical necessity for services provided and billed to the Medicare Program. Documentation of all services provided must be legible, relevant, sufficient to justify the medical necessity of the services billed and must be signed (with credentials) and license number, and dated by the individual who provided the service.

A. Initial Evaluations and Re-evaluations

1. Initial Evaluations

Initial patient evaluations are performed by physical, occupational and speech therapists. Initial evaluations need to provide objective, measurable documentation of the patient's impairments and how any noted deficits result in functional limitations. Evaluations should list the conditions being treated and should document the necessity of a course of therapy through objective findings and subjective patient/caregiver self-reporting. To support medical necessity, the evaluation should include the following items:

- Presenting condition or complaint;
- Diagnosis and description of specific problem(s) to be evaluated;
- Subjective complaints and date of onset;
- Relevant medical history;

- Prior diagnostic imaging/testing results;
- Prior therapy history for the same diagnosis, illness or injury;
- Social support/environment;
- Prior level of function;
- Functional testing;
- Objective impairment testing;
- Assessment;
- Prognosis for return to prior functional status, or the maximum expected condition;
- Plan of care (see below); and
- Signature, credentials and license number of the therapist completing the initial evaluation and plan of care.

2. Re-evaluation

Re-evaluation documentation must include clear justification for the need for further tests and measurements after the initial evaluation, such as new clinical findings, a significant, unanticipated change in the patient's condition, or failure to respond to the interventions in the plan of care. Re-evaluations must contain all applicable components of the initial evaluation with the focus on current treatment and the continued need for skilled intervention.

B. Plan of Care

A plan of care must be established before treatment begins by a physician or therapist.

1. Elements of the Plan of Care

A plan of care must contain the following elements:

- a) **Diagnosis** – The diagnosis should be specific and as relevant to the problem being treated as possible. In many cases, both a medical diagnosis (obtained from the physician) and an impairment-based treatment diagnosis are relevant.
- b) **Long Term Goals** – Long term goals should be developed for the entire episode of care and should:
 - Be measurable and pertain to the functional impairment findings documented in the evaluation;
 - Reflect the final level the patient is expected to achieve as a result of therapy in the current setting;
 - Be realistic, and should have a positive effect on the quality of the patient's everyday functions; and
 - Be function-based and written in objective, measurable terms with a predicted date for achieving the goals.
- c) **Type, Amount, Duration and Frequency of Treatment** – The plan of care must contain the following:
 - A description of the types of treatment modalities, procedures or interventions to be provided;

- The number of times in a day that treatment will be provided (where not specified, one treatment session a day is assumed);
- The number of times in a week that the type of treatment is provided; and
- The number of weeks, or the number of treatment sessions, for the particular plan of care.

d) **Certifications and Re-Certifications** – Medicare beneficiaries must be under the care of a physician and payment is dependent on such physician’s certification of the plan of care. If the physician’s signed order includes a plan of care, no further certification of the plan of care is required. If not, a dated and signed certification indicating that the therapy is in progress and the physician agrees with the plan must be obtained as soon as possible after the plan is established for all Medicare patients, but in no event more than thirty (30) days of the initial therapy treatment. If the certification is a verbal order, it must be followed within fourteen (14) days by a signature to be timely. Re-certification is required at least every 90 days and must document the patient’s continuing need for physical therapy services. Acceptable documentation includes:

- A physician’s signed progress note;
- A physician’s signed order; and/or
- A physician’s plan of care signed and dated by the physician.

2. **Changes to the Plan of Care** – While a physician may change a plan of care established by a therapist, the therapist may not significantly alter a plan of care established or certified by a physician without his/her documented written or verbal approval. Physician certification of a significantly modified plan of care must be obtained within thirty (30) days of the initial therapy treatment under the revised plan. Changes to procedures and modalities do not represent changes to the plan of care and do not require physician signature so long as the goals in the plan of care remain unchanged.

C. **Progress Reports**

Progress reports provide justification for the medical necessity of treatment and must be completed by the physician or therapist who provides or supervises the service at least once every 10 treatment days for Med B. Progress report information may be included in the treatment notes, progress reports and/or formal evaluations. During each progress report period, the therapist must personally furnish in its entirety at least one billable service on at least one day of treatment. Verification of such treatment shall be documented by a signature on the treatment note and/or progress report. Progress note elements must include:

- Date of the beginning and end of the reporting period that this report refers to;
- Date that the report was written, or if dictated, the date on which it was dictated;
- Objective reports of the patient’s subjective statements, if they are relevant;
- Objective measurements (impairment/function testing) to quantify progress and support justification for continued treatment;
- Description of changes in status relative to each goal currently being addressed in treatment;

- Assessment of improvement, extent of progress (or lack thereof) toward each goal;
- Plans for continuing treatment, including documentation of treatment plan revisions as appropriate;
- Changes to long or short term goals, discharge or an updated plan of care that is sent to the physician for certification of the next interval of treatment; and
- Signature with credentials of the therapist who wrote the report.

Physical therapist assistants or occupational therapy assistants may write elements of the progress report, but their notes do not constitute a complete progress report. Rather, the assistant's note supplements the reports of the physicians or therapists. The therapist must write a progress report regardless of whether the assistant writes other reports.

D. Treatment Notes

1. Required Elements

Medical record documentation is required for every treatment day and every therapy service to justify the use of codes and units on the claim. The treatment note must include the following required information:

- Date of treatment;
- Identification of each specific treatment modality provided in language that can be compared with the CPT codes to verify correct coding;
- Record of the total time spent in services represented by timed codes under timed code treatment minutes;
- Record of the total treatment time in minutes, which is a sum of the timed and untimed services; and
- Signature, license # and credentials of each individual(s) that provided skilled intervention.

In addition, the treatment note may include any information that is relevant in supporting the medical necessity and skilled nature of the treatment, such as:

- Patient comments regarding pain, function, completion of self management/home exercise program (HEP), etc;
- Significant improvement or adverse reaction to treatment;
- Significant, unusual or unexpected changes in clinical status;
- Parameters of modalities provided and/or specifics regarding exercises such as sets, repetitions, weight;
- Description of the skilled components of the specific exercises, training, or activities;
- Instructions given for HEP, restorative or self/caregiver managed program, including updates and revisions;
- Communication/consultation with other providers (*e.g.*, supervising clinician, attending physician, nurse, another therapist);
- Communication with patient, family, caregiver;
- Equipment provided; and

- Any additional relevant information to support that the patient continues to require skilled therapy and that the unique skills of a therapist were provided.

If grid checklist forms are used for daily notes or exercise/activity logs, the signature and credentials of the personnel providing the service must be noted.

2. Documenting Treatment Time

When documenting treatment time, Medicare recommends that providers of services consistently use total “Timed Code Treatment Minutes” and “Total Treatment Time” and do not use other language or abbreviations when referring to treatment minutes. The amount of time for each specific intervention/modality provided may also be recorded voluntarily.

- a) Do not record treatment time as “Time in / Time out” for the entire session as this does not accurately reflect the actual treatment time.
- b) Do not “round” all treatments to 15-minute increments, but rather record the actual treatment time. Also, do not record as “units” of treatment, instead of minutes.
- c) Only “intra-service care” of skilled therapy services should be reflected in the time documentation. Do not include un-billable time, such as time for:
 - changing;
 - waiting for treatment to begin;
 - waiting for equipment;
 - resting;
 - toileting;
 - performing unskilled or independent exercises or activities; or
 - “supervising” a patient performing an activity or for the patient to perform an independent activity.

E. Discharge Notes

A discharge note is required for each episode of treatment and must include all required components of a progress report, covering the time from the last progress report up to the date of discharge.

In case of an unanticipated discharge, the therapist may base any judgments required to write the report on the treatment notes and verbal reports of the assistant. In the case of a discharge anticipated within three (3) treatment days of the progress report, the physical therapist may provide objective goals which, when met, will authorize the assistant to discharge the patient. In that case, the physical therapist should verify that the services provided prior to discharge continued to require the skills of a therapist. There must be indication that the physical therapist has reviewed the treatment notes and agrees to the discharge.

V. Coding

A. Generally

The medical record and the information on any claim submitted for payment must always be consistent with each other and accurately report therapy services provided. Codes may only be selected based on each specific skilled intervention/modality provided and documented.

Miscoded services may lead to improper payment or denials of billed charges. It is Tender Touch’s policy that personnel shall not:

- Code higher than what best represents the service actually provided.
- Select codes based on the reimbursement amount. Rather, select the code that most accurately describes the service actually provided and/or the intention of the treatment to achieve the desired outcome/goal.
- Unbundle services/procedures (*i.e.*, splitting a single payment code into two or more codes).
- Separately bill for supplies used to provide therapy services, such as electrodes, theraband, theraputty, etc.
- Bill for a therapy initial evaluation on more than one date of service. (If an evaluation spans more than one day, the evaluation should only be billed as one unit for the entire evaluation service. Personnel shall not count as therapy “treatment” the additional minutes needed to complete the evaluation during the subsequent sessions).
- Bill test and measurement, range of motion or manual muscle testing codes (CPT 95831-95834, 95851-95852, 97750, 97755) on the same day as the initial evaluation. The procedures performed are included in the initial evaluation code.
- Bill therapy screenings utilizing the evaluation codes. Screenings are not billable services.

If treatment is given on the same day as the initial evaluation, the treatment is billed using the appropriate CPT codes. The documentation must clearly describe the treatment that was provided in addition to the evaluation.

B. Timed CPT Codes

Many CPT codes for therapy modalities and procedures specify that direct (one-on-one) time spent in patient contact is fifteen (15) minutes. The time counted is the time the patient is treated using skilled therapy modalities and procedures, and is recorded in the documentation as “Timed Code Treatment Minutes”. Timed Code Minutes do not include:

- Pre and post-delivery services;
- Time spent “supervising” a patient performing an activity that is defined as a timed code; or
- Time during which the patient performs an independent activity, even if a therapist is providing the equipment.

The first step when billing timed CPT codes is to total the minutes for all timed modalities and procedures provided to the patient on a single date of service for a single discipline. Whether a single timed code service is provided, or multiple timed code services, the skilled minutes documented in “Timed Code Treatment Minutes” will determine the number of units billed. Once the minutes have been summed, use the chart below to determine the total allowable units, based on the total Timed Code Treatment minutes.

Units	Minutes
1 unit	> 8 minutes through 22 minutes
2 units	> 23 minutes through 37 minutes
3 units	> 38 minutes through 52 minutes
4 units	> 53 minutes through 67 minutes
5 units	> 68 minutes through 82 minutes

6 units	> 83 minutes through 97 minutes
7 units	> 98 minutes through 112 minutes
8 units	> 113 minutes through 127 minutes

When the total Timed Code Treatment minutes for the day is less than eight (8) minutes, the service(s) should not be billed. Any timed service provided for at least fifteen (15) minutes, must be billed as one unit. Any timed service provided for at least (30) minutes, must be billed as two units, and so on.

Please refer to National Government Services' Local Coverage Determination for Outpatient Physical and Occupational Services (L26884), (L27404), (L27364), Novitas Solution LCD (L27513), (L27547), (L27531), (L27537) as may be amended from time to time, for:

- Examples on how to determine the allocation of units;
- Examples on how to account for “remaining minutes” (those minutes remaining after the “15 minute blocks” have been allocated) and
- Examples on how to bill for treatment sessions with both timed and untimed CPT codes.

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COMPLIANCE STANDARDS RELATING TO REHABILITATION SERVICES

I. Purpose

Tender Touch is committed to providing high quality rehabilitative care to our residents pursuant to the highest ethical, business and legal standards. It is our policy that rehabilitation services are provided and billed only when deemed medically necessary, when ordered by a physician, and when provided in a manner consistent with the plan of care.

II. Policy

I. Standards of Conduct:

All employees and licensed independent practitioners should and must adhere to both the Standards of Conduct set forth in the Compliance Plan, as well as following specific standards of conduct:

- A. Physician Orders** – Rehabilitation services will not be provided for any resident without a written order from the resident’s physician and must be pursuant to a written plan of care. Additionally, a physician must recertify the resident’s medical necessity for therapy every 90 days. Without such recertification, therapy services will be discontinued.
- B. Medical Necessity** – All residents will be afforded the therapy services which are reasonable and necessary to attain the highest possible physical and mental well-being. However, once therapy services are no longer reasonable and necessary, as determined by the interdisciplinary care team, the resident will be discharged from the rehabilitation program.

Some reasons for discharging a resident from rehabilitative services may include, but are not limited to, the following:

- the resident has achieved all established goals
- the resident has reached a plateau
- a change in medical status contra-indicates therapy services

C. Documentation of Resident Care – The provision of all therapy services including the length of each session, will be accurately and completely documented in the computerized therapy log.

- **Minimum Data Sets (MDS)** – The MDS forms must be fully, timely, and accurately completed in conjunction with all applicable disciplines and as per facility guidelines/systems. Forms must truthfully and accurately reflect the resident's clinical condition, activities of daily living (ADL), and therapy services rendered. In addition, a resident's MDS should be consistent with and fully supported by the resident's medical record. Under no circumstances may any Tender Touch employee or independent practitioner knowingly misrepresent any information on the MDS, or in any other document, in an attempt to ensure reimbursement or obtain a higher reimbursement or obtain a higher reimbursement rate.

II. Compliance Assurance Reviews and Corrective Action

The Director of Rehabilitation Services, in conjunction with Human Resources or the Regional Manager, will ensure that the following Compliance Assurance Reviews are conducted on a regular basis. These reviews include:

- A. Performance Evaluations** – Periodically, but at least annually, a concurrent review of professional staff performance will be completed. This review will be based on observation of resident treatment and a review of associated medical record documentation. Compliance with these policies and procedures as well as all applicable federal, state and local regulations will also be part of the evaluation.
- B. Review of Therapy Attendance Documents** – Periodically, but at least annually, a sample of the computerized therapy logs will be compared with the MDS. This comparison will focus on the accuracy of the mathematical computation of therapy treatment minutes while focusing on the assessment reference date and the reason for assessment (i.e. Medicare 5 Day versus a Quarterly Assessment).
- C. Review of Therapy Delivery by Defined Treatment Minutes** – Once a year the Rehab Directors will randomly observe and review the active therapy treatment of a number of residents being treated by each staff member within their department. Thus, each professional staff person will be reviewed a minimum of once a year. The following format will be used by the Director in conducting this review:
- i) The Director will physically monitor the actual treatment time delivered by a specific staff person; and

- ii) The Director will compare the Resident's Therapy Logs to confirm that the number of treatment minutes by the therapist accurately reflects the total number of therapy minutes delivered.

D. Appropriate Therapy Practices – The delivery of therapy services should always be based on the therapist's professional and clinical judgment solely according to the individual needs of each resident. Reviews will be undertaken to ensure that services provided through concurrent and group therapy modalities are appropriate and only used as an adjunct to individual therapy when clinically appropriate.

E. Review of Treatment Notes and Documentation of Therapy Plan of Care – Periodically, but at least once annually, the Rehab Director will randomly select a number of residents receiving active therapy from each therapist within their department. The report may be assessed through the Tender Touch computerized system. The following items will be reviewed to ascertain that:

- i) Resident therapy treatment notes are current and up to date;
- ii) Resident therapy plans of care include all modalities indicated on the resident therapy attendance document by HCPCS code;
- iii) Any addition of HCPCS codes to the therapy attendance document are accompanied by therapy documentation and signed by the Physician which authorized the change in care plan;
- iv) Additions of a new therapy modality are accompanied by a Physician order specifying the new modality;
- v) Therapy documentation in the resident therapy attendance document is consistent with medical record documentation;
- vi) Therapy documentation clearly supports continuation of therapy treatment at defined intensity;
- vii) Therapy documentation of short and long term goals are appropriate based on the resident's medical/physical condition and discharge plan;
- viii) Short term goals and long term goals are achieved within defined time frame or are revised with explanation; and
- ix) Therapy services are discontinued when at least one of the discharge criteria are met.

Each of the Compliance Assurance Reviews outlined above will be conducted under the general supervision of the appropriate Regional Manager, and the performance of these reviews will be documented in an appropriate manner. Whenever a substantial number of potential errors are uncovered during a review pursuant to this policy, the Compliance Officer should be contacted immediately and informed of the situation.

III. Corrective Action

Whenever a compliance problem or error is uncovered, regardless of the source, appropriate and effective corrective action will be implemented. Such problems might include, for instance, evidence that services were not performed, or not properly documented. Corrective action will be instituted, as necessary and, as appropriate, in consultation with the Compliance Officer and under the supervision and direction of compliance counsel. Corrective actions include, but are not limited to, the following:

- A. Creating new procedures, or modifying existing procedures, so as to ensure that similar errors will not reoccur in the future.
- B. Conducting a follow-up audit of records to ensure that the new or modified procedures are, in fact, working.
- C. Conducting training sessions with appropriate employees and independent practitioners concerning the new or modified procedures and concerning the relevant laws, regulations, or rules governing the particular compliance issue.
- D. Refunding to the proper payor and any and all overpayments that have been identified.
- E. Recommending to the appropriate management personnel that disciplinary action be taken.
- F. Making voluntary disclosure to an appropriate governmental agency.

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CONFIDENTIALITY STATEMENT

All employees will respect the patient's right to confidentiality and hold in confidence all information regarding the patient's history and care. Only employees have access to the patient's medical record and will use this information only as it relates to the patient care and duties of the therapist. Patient information, such as documentation, billing logs etc. may not leave the facility other than to the Tender Touch office or be shared with anyone other than the facility and Tender Touch team. All requests for patient information should be shared with the regional manager for appropriateness of the request. The patient's right to confidentiality is considered in the Federal Resident Rights and is posted in the facility and is part of the policy and procedure manual of Tender Touch.

All staff will be educated in federally mandated HIPAA regulations and will ensure confidentiality with regard to a resident's protected health information.

I agree to respect/honor all patients' rights to confidentiality.

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ACKNOWLEDGEMENT OF PRIVACY PRACTICE AND HIPAA CONSENT FORM

I have read and fully understand Tender Touch Rehab Services Notice of Privacy Practices and have been provided with a paper copy of such. I am aware that if I have any questions or concerns, I may contact the Privacy Officer at 732-740-1166. I understand that Tender Touch Rehab Services may use and disclose my personal health information as it applies to my job duties/roles and function and give consent to such. I understand that I have the right to revoke this consent if I provide such in writing to Tender Touch Rehab Services. I understand that I have the right to restrict how my personal health information is used and disclosed for employment/administrative functions and will notify Tender Touch Rehab Services in writing requesting restrictions. I also understand that such requests for restriction will be considered on a case by case basis by Tender Touch Rehab Services.

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NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE READ IT CAREFULLY

If you have any questions about this Notice please contact: our Privacy Officer at 732-740-1166

This Notice of Privacy Practices (effective date 4/14/03) describes how Tender Touch Rehab Services, may use and disclose your Protected Health Information to carry out treatment, payment or health care operations and for other purposes permitted or required by law. It also describes your rights to access and control your protected health information. "Protected Health Information" is information about you, including demographic information, information that can be reasonably used to identify you for treatment or payment or health care operations. This information may include past, present or future physical and mental health and health related services.

Tender Touch Rehabilitation, is required by federal and state laws to provide you with this Notice about your rights and our legal responsibilities to our privacy practices with respect to your Protected Health Information. Tender Touch Rehabilitation is obliged to follow the terms of this Notice while it is effect. Uses and disclosures described in this Notice may vary when state law is more stringent than federal standards. Tender Touch may change this Notice at any time, and you may request any revised Notice by calling the Privacy Officer at the number stated above.

How Tender Touch Rehabilitation may use and disclose your Protected Health Information

Tender Touch Health Rehabilitation may use or disclose your Personal Health Information based on your written consent for various reasons as stated below;

1. Payment: Your Protected Health Information may be used to obtain payment for covered health services. An example of such may be to process claims or to be reimbursed by another insurer who is responsible for payment of your claim
2. Treatment: We may use your Protected Health Information to provide, coordinate and bill for health care services. For example we may disclose information to your physicians and third

party payer. We may also disclose information at the request of your physician with your permission to another health provider to aid in diagnosis or treatment.

3. Health Care Operations: Tender Touch, may disclose your Protected Health information in order to perform quality assessment and administrative activities, such as quality assurance programs, data management, customer service activities, student training, employee review activities, marketing, and fundraising, and/or conducting or arranging business activities with “business associates”. If you do not wish to receive marketing and/or fundraising information you may make this request to our Privacy Officer.

Other Uses and Disclosures of Protected Health Information Based upon Your Written Consent

1. To others involved in your health care: Unless you object, we may disclose your Protected Health Information to a family member, relative or close friend or any other person you identify as involved in your health care. If you are unable to agree or reject we will disclose based on our professional judgment.
2. Emergencies: We may disclose Protected Health Information in an emergency situation
3. Communication Barriers: Tender Touch may use and disclose Protected Health Information to another staff member if necessary if in his/her professional judgment there is significant communication barriers which prohibits your consent

Other permitted or Required Disclosures

We may disclose or use your Protected Health Information in the following Situations without your authorization

- As Required by Law- Tender Touch will disclose your Protected Health Information when required by law
- As Required by Law Enforcement- Under limited circumstances Tender Touch will disclose Protected Health Information to law enforcement officials in response to a warrant or similar process to identify a suspect, or provide information about a victim of a crime
- Communicable Diseases-We may disclose your Protected Health Information if authorized for a person who has been exposed to a communicable disease or may be at risk of contracting or spreading a disease or condition
- Public Health Activities- Tender Touch may disclosure Protected Health Information to public health agencies for reasons such as preventing or controlling disease, injury or disability
- Health Oversight Agencies- We may disclose information to government oversight agencies for activities authorized by law
- Judicial and Administrative Proceedings- We may disclose information in response to a court or administrative order, response to a subpoena, discovery request, denial hearing, or other lawful process
- Research- Under certain circumstances we may disclose Protected Health Information for research purposes while respecting measures to protect your privacy rights
- To avert a threat to your safety and health- With certain limitations we may disclose Protected Health Information to prevent you from a serious threat to your health and safety and to that of the public
- Workers’ Compensation- We may disclose your Protected Health Information that complies with state law regarding workers’ compensation programs
- Special Government Activities- We may be required to disclose your Protected Health Information to military or federal officials for national security or intelligence activities

Your Rights Regarding Your Protected Health Information

1. You have the right to access your Protected Health Information- you have the right to obtain copies of your health and billing records (with some limitations, i.e. psychotherapy records being used for a civil, criminal or administrative proceeding) You have the right to inspect and copy your protected health information
2. You have the right to request a restriction of your Protected Health Information- You may ask us to not disclose any part of your medical record for the purposes of treatment, payment or health care operations, or request that we do not disclose information to family members or friends. You must have a restriction request and to whom it applies. Tender Touch may deny this restriction request if they feel it is in your best interest to permit disclosure of your Protected Health Information. If Tender Touch agrees to your restriction we will not violate this restriction unless in an emergency situation.
3. You have the right to amend your Protected Health Information- If you feel that the information maintained by Tender Touch is incorrect or incomplete you may request to amend the information in writing and must include the reason you are seeking to amend the record. We may deny the request and notify you in writing if for example you wish to amend the record that was created by another agency. If we do deny this request you have the right to submit in writing a statement of disagreement to our denial.
4. You have a right to an accounting of the disclosures- Tender Touch will provide you with an account of all disclosures excluding those for treatment, payment or health operations. You must submit a request in writing for a period of time (no longer than 6 years and may not include dates before April 14, 2003 (before enactment of the Health Insurance and Portability and Accountability Act effective date)
5. You have the right to confidential communications- A request may be made in writing to the Privacy Officer if you wish to have confidential communication (i.e. if you wish to have payment or information sent to an alternative location etc.)
6. You have the right to a paper copy of the Notice- You have the right to receive a paper copy of this Notice at anytime even if you have had an electronic Notice sent to you previously
7. Contact Information for Exercising Your Rights- You may exercise any/all of the rights listed above by contacting Tender Touch Privacy Officer at 732-740-1166.

Changes to this Privacy Notice

Tender Touch reserves the right to amend this Notice at any time deemed necessary and would apply to all past, present and future information we have about you.

A revised notice may be obtained from the Privacy Officer

Tender Touch Rehabilitation Information Security

Tender Touch requires all employees to adhere to their privacy policies and procedures and provides ongoing training of its staff. Tender Touch enforces policies, which allows employees to use your Protected Health Information only as it relates to their duties and responsibilities. Tender Touch utilizes policies and procedures to safeguard your privacy at all times

Complaints/Questions

If you have any questions or complaints regarding this notice or with your privacy rights please contact the Privacy Officer in writing at;

Tender Touch Rehabilitation

685 River Avenue
Lakewood, New Jersey 08701
732-740-1166

Tender Touch Rehabilitation, Inc. assures you that in filing a complaint there will not be any retaliatory behavior for filing a complaint or for writing to the Secretary of Health and Human Services

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HIPAA TRAINING MANUAL

I. Introduction

Tender Touch in accordance with HIPAA guidelines, provides thorough organizational awareness through our HIPAA training manuals. In addition, our compliance department is available for questions, in-services or may provide additional resources required or needed for your education. In this manual, you will find detailed policies and procedures which you are expected to be familiar with. The training manual provides you with a brief overview of your day to day responsibilities to HIPAA compliance.

Most clinicians, support and administrative staff are familiar with the Privacy Rule of HIPAA's Act. This rule limits the use and disclosure of protected health information while affording patients greater rights in protecting, accessing and restricting use of this information. Also part of the HIPAA rule is the Electronic and Security rules that focus on the formatting, transmission and protection of this data. These rules define electronic transmissions as using all media (even when information is physically moved from one location to another using magnetic tape, disk or compact disk). Transmission over the internet, extranet, leased lines, dial up lines and private networks are included.

The purpose of this training manual is to:

1. Train Tender Touch workforce in HIPAA guidelines and promote organizational awareness.
2. Enforce HIPAA compliance throughout our company.
3. Explain grievance/complaint policies for non-compliance and sanctions for such.
4. Familiarize Tender Touch workforce and business associates on policies, procedures and implementation specifications for HIPAA compliance.

II. Overview

What is HIPAA?

The Health Insurance Portability and Accountability Act of 1996 Public Law 104-191 amends the Internal Revenue Service Code of 1986 (also known as the Kennedy-Kassenbaum Act).

Title II includes a section called Administration Simplification. Its purpose is to improve efficiency in health care delivery by standardizing electronic data interchange and protect the confidentiality and security of health data by setting and enforcing standards.

HIPAA calls for:

1. Standardization of electronic patient health, administrative and financial data.
2. Unique health identifiers for individuals, employers, health plans and health care providers.
3. Security standards protecting confidentiality and integrity of “individually identifiable health information” from the past, present and future.

Who is Affected?

- a. All health care organizations.
- b. All health care providers, physician offices, health plans, employers, public health authorities, life insurers, health care clearing houses, billing agencies, information system vendors, service organizations and universities.

III. Four Sections of the HIPAA Administrative Simplification Rule

1. Privacy Rule

The HIPAA Privacy Rule:

- a. Limits non-consensual use and release of private health information
- b. Gives patients new rights to access their medical records and limits anyone else who has access to them
- c. Restricts most disclosure of health information to the minimum needed for the intended purpose
- d. Establishes new criminal and civil sanctions for improper use and disclosure
- e. Establishes new requirements for access to records by researchers and others

The Rule states: A covered entity may not use or disclose protected health information except as permitted by the rule.

Covered Entity

A covered entity is defined as:

- a. **Health plan** – an individual or group that provides or pays for health care
- b. **Health care clearing house** – an entity that processes health care information from another entity in a non-standardized data content into standard data elements
- c. **Health care provider** – furnishes bills for health care

The above relates to transmission of health information in an electronic form in connection with standard health transactions such as:

- Health claims
- Health claims attachments
- Enrollment/disenrollment
- Eligibility for plan
- Payment/remittance notice
- Plan premium payments
- First report of injury
- Health claim status
- Referral, certification, authorization

2. **Electronic Health Transaction Rule:** The rule requires use of a specific electronic format developed by the American National Standards Institute (ANSI) for most health care

transactions except claims attachments and first report of injury. Virtually all health plans have to adopt these standards whether on paper, by phone or fax. This section includes health claims, health plan eligibility enrollment, disenrollment, payments for care, health care premiums, claims status, coordination of benefits and related transactions.

HIPAA also requires all health organizations to utilize **Standard Code Sets** in all health care transactions. All coding systems describing injuries, causes, symptoms etc. are now uniform (ICD & CPT codes). The compliance date for the Electronic Rule was October 16, 2003.

3. Security of Health Information and Electronic Signature Standards

The Security Standard provides a uniform level of protection of all health information that is:

- a. Housed or transmitted electronically
- b. Pertains to the individual
- c. Mandates safeguards for physical storage and maintenance, transmission and access to individual health information

4. Unique Identifiers for Providers, Employers, Health Plans and Patients

The old system allowed for multiple ID numbers when dealing with each other, which HIPAA saw as confusing, costly and conducive to errors. HIPAA simplifies the systems by implementing:

- a. **A National Provider Identifier** - Providers and other entities within the health care industry have a 10-digit number when conducting electronic transactions (NPI).
- b. **A National Employer Identifier** - The Employer Identification Number (EIN) is the taxpayer identification number of an employer or individual.
- c. **A National Plan Identifier** - The Plan ID is a uniform number given to each "health plan" and payor reflected in HIPAA.
- d. **A Health Identifier for Individuals** - This is currently on hold due to the complexity of issuing an individual identifier in the health care industry due to privacy and confidentiality. The effective date was 7/30/04.

Business Associate Rules

HIPAA only applies to covered entities, however, HIPAA requires Business Associates of Tender Touch to adhere to the Privacy Rule.

A Business Associate is an associate that performs a function, which involves the use or disclosure of protected health information or provides legal, actuarial, accounting, consulting or data aggregation services and is a contract or life insurer, employer or researcher.

Tender Touch requires our Business Associates to sign an agreement, which limits the uses and disclosures of protected health information. We are also expected to investigate any complaints of violation and take action, including termination of our agreement for non-compliance.

Protected Health Information is defined as:

- a. Individually identifiable information held or transmitted by a covered identity, data of any form and information communicated orally.
- b. Past, present or future physical or mental health condition of an individual, or the past, present or future payment for the provision of health care to an individual. This may be written, electronic or oral form.

To de-identify an individual (i.e. research) for the protection of health care information, one must remove 18 enumerated factors (i.e. name, address, dates). The de-identifying process requires professional staff with statistical and scientific knowledge to attest to the fact that the risk of identifying the person is reasonably small once you de-identify.

IV. The Privacy Rule

The Privacy Rule refers to when and how we may use and disclose an individual's protected health information.

We are allowed to request permission to disclose by agreement, consent or authorization.

Tender Touch will use and disclose information if the individual consents for:

- Payment
- Treatment
- Health care operations
- To family members or close friends that the individual identifies as participating in their health care decisions
- In an emergency
- To another staff member, if in one's professional judgment there is a significant communication barrier which prohibits an individual's consent

Tender Touch may use and disclose protected health information without authorization in the following circumstances:

- As required by law
- As required by law enforcement
- In the case of risk of contracting or spreading a communicable disease
- To public health agencies for reasons of preventing or controlling disease, injury or disability
- To health oversight agencies
- For judicial and administrative proceedings
- For Research
- To avert a threat to an individual's health and safety
- To Worker's Compensation
- For special government agencies (military, federal for security reasons)
- For victims of abuse or domestic violence
- Fraud
- Organ donation

Minimum Necessary Disclosure Statement

Tender Touch must make reasonable efforts to use or disclose only the minimum of protected health information necessary to achieve the purpose of the use and disclosure. Tender Touch will take reasonable safeguards to minimize the chance of incidental disclosure.

Individuals' Rights Under the HIPAA Rule

1. The individual has the right to access their Protected Health Information (with exceptions).
2. The individual has the right to request restriction in uses and disclosures of protected health information (with exceptions).

3. The individual has the right to amend their protected health information if inaccurate or incomplete.
4. The individual has the right to an accounting of the disclosures.
5. The individual has the right to a paper copy of the Notice of Privacy Practices.

Notice of Privacy Practices

In accordance with the HIPAA regulations, Tender Touch provides each employee and patient, when indicated, with a Notice of Privacy Practices. This notice includes information as to the company's uses and disclosures of protected health information, the individual's rights, and Tender Touch's legal duties and responsibilities.

V. HIPAA Electronic Rule

The Electronic Rule requires all health plan providers and clearing houses to use specific formats for submitting health care transactions when electronically submitting information. ANSI (American National Standards Institute) has approved 12 formats for submission of transactions.

In addition, all covered entities now use standard code sets (ICD 9 codes, CPT codes) when electronically submitting claims and transactions as part of the HIPAA Electronic Rule.

VI. HIPAA Security Rule

The Final Security Rule of HIPAA published on February 20, 2003 had a compliance date of April 21, 2005. Tender Touch provides for a uniform level of protection of all health information that is housed or transmitted electronically, and that pertains to an individual as required by the Security Rule.

This rule requires covered entities to:

- a) Ensure confidentiality, integrity, security and availability of all electronically transmitted protected health information that covered entities create, receive, maintain or transmit.
- b) Protect against any reasonably anticipated threats or hazards to the security and integrity of electronic protected health information.
- c) Protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required by the Privacy Rule and ensure compliance by their workforce.
- d) Utilize required safeguards which include application of appropriate policies and procedures, safeguarding physical access to electronic protected health information and ensuring technical security measures are in place to protect networks, computers and other electronic devices.
- e) Put in place appropriate technologies to ensure security of electronic protected health information.

Implementation Specifications

There are 4 parts to the Security Rule expectations that Tender Touch has implemented:

1. Administrative Procedures – Documented formal practices to select and execute security measures.
2. Physical Safeguards – Protection of physical computer systems, equipment and physical environment.
3. Technical Security Services – Processes in place to control access.
4. Technical Mechanisms - Processes in place to prevent unauthorized access.

In addition, Tender Touch has designated a HIPAA Officer to ensure compliance with all aspects of the Security Rule.

Tender Touch's commitment to compliance is demonstrated in our policies, procedures and systems. These include but are not limited to:

1. Certification of our information system's appropriate measures to protect security, confidentiality, integrity and availability of protected health information.
2. An emergency response plan to recover patient information should our system be compromised.
3. An auditing and monitoring policy to ensure compliance with receiving, transmitting disseminating and processing records.
4. A system to identify any breach of security of our systems, a method to report, discipline and provide corrective action plan to terminate employees who inadvertently or intentionally disclose protected health information.

VII. Employee's Responsibilities for Compliance

Tender Touch has implemented several policies to promote employee compliance to HIPAA specification as well as identify each employee's day-to-day responsibility in securing protected health information.

Employees are expected to adhere to the following:

- 1) Sign in – All corporate and facility employees must ask visitors to sign in when visiting the office. Facilities require sign in at the front desk.
- 2) Escort – All visitors must have an escort to their meeting area to ensure security of records by limiting access of visitors to restricted areas.
- 3) Storage and Maintenance – All records are kept for a minimum of 7 years. All records should be kept in a locked file cabinet. All records placed in storage must be logged on the storage record with all information requested.
- 4) Purge and Destruction of Records – Records no longer required for use in treatment, payment, health care operations, or being stored must be destroyed in a specific manner and according to policy. Documents containing protected health information may be discarded in trashcans, but must be shredded. In addition, all destroyed records must be logged on the Purge and Destruction Log.
- 5) Release of Records – All staff will utilize standard formats and utilize standard code sets when electronically releasing records. This, too, must be logged. Routine and non-routine transfer of patient information is treated with the same standard as electronic medical records. A record of receipt of transmission of dissemination is required.
- 6) Physical Safeguarding of Records -All staff will maintain records in a locked file cabinet. Staff is provided with a password for computer access that cannot be shared with others. Staff must log off computer system when leaving their workstation. Staff also is expected to restrict access to records, computer systems and workstations to patients, visitors, etc. Any disks or tapes containing protected health information will be transferred to Tender Touch information systems within 10 days.
- 7) Personal Designation/Access Codes -The Security Officer will define/assign access of each employee to protected health information. The Security Officer utilizes the following access code system:

Code 1 Full access/Full privileged

- Code 2 Role based access – based on the role/duties of employee
- Code 3 User based access – based on contextual information
- Code 4 Discretionary access – temporary access based on role or user need

- 8) Workstation Use/Security - All employees are expected to maintain their workstation in a secure manner and physically safeguard protected health information at all times.
- 9) Termination
Upon resignation or termination of employee, systems access is discontinued. Each employee is expected to return nametags, locks, keys, disks or communication media before exiting.
- 10) Intra office Communication - As well as physically safeguarding information, all employees should minimize conversations regarding patient treatment, payment or healthcare operations in office/clinic area.
- 11) Facility/Department Security - All Tender Touch employees are responsible to lock doors to restricted areas, as well as restrict access of unauthorized persons by logging off systems and not allowing anyone to be in office or treatment areas alone.

Execution of Security Measures

In accordance with the Health Insurance Portability and Accountability Act, Tender Touch has implemented approved security systems as recommended by software vendors to protect the integrity, confidentiality, security and availability of electronic data. The company has also adopted appropriate level of security policies and procedures to ensure all staff's compliance.

Business Associates and Chain of Trust Agreements

Tender Touch expects all business associates or third parties to comply with legal mandates and HIPAA regulations. It is also expected that any security incident will be reported in a timely manner.

HIPAA requires covered entities to report such incidents to the Secretary of Health and Human Services.

VIII. Penalties for HIPAA Non-Compliance

Civil penalties for HIPAA non-compliance is enforced by the Department of Health and Human Services (HHS) and could range upward to \$25,000. Criminal penalties for intentional misuse of an individual's protected health information may range from \$25,000 to \$250,000 and up to a 10-year prison term. Criminal offenses are enforced by the Department of Justice.

IX. Complaint Policy

Tender Touch has designated a HIPAA Officer whose responsibility is to:

- a. Develop policies and procedures to ensure HIPAA compliance
- b. Monitor Tender Touch's compliance to HIPAA regulations
- c. Act as the contract person for non-compliance complaints
- d. Provide sanctions for non-compliance

Tender Touch has a policy to deal with complaints for violation of HIPAA regulations (from Supervisor to HIPAA Officer).

All patients are provided with information on how to contact the HIPAA Officer to discuss their

complaints.

In addition, patients may file a complaint with the Secretary of HHS (see policy).

For more information on how to lodge a complaint, please feel free to call or write to:

**HIPAA Officer
Tender Touch Rehab Services LLC
685 River Avenue
Lakewood, NJ 08701
(732) 740-1166**

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EMPLOYEE SAFETY TRAINING

I. Introduction

Tender Touch is committed to providing a safe and healthy work environment for our staff. In pursuit of this goal, the following resource manual is provided to help minimize occupational injuries and illness. This manual is a key element in implementing and ensuring compliance of both Tender Touch and its employees in minimizing and/or eliminating physical and health hazards. We also strive to reduce the extent and severity of any related injury/illness.

The intention of this manual is also to provide employees with the information they need to avoid potentially infectious or harmful agents, as well as provide information on inoculations to prevent harm.

Tender Touch understands its responsibility to keep employees safe and works cooperatively with employees to promote good work place practices, standards and policies that meet OSHA and state guidelines. We encourage all employees to offer suggestions to the management team to reduce work hazards and promote a safe working environment.

To ensure compliance, both Tender Touch and its employees must assume responsibility for safety. Each employee is requested to comply with health standards, rules and regulations, and wear prescribed protective equipment as indicated. In addition, employees must report any hazardous condition or injury to their supervisor immediately.

This resource manual's goals are to assist employees in developing effective safety and health habits, and help us all meet the regulations for a safe and healthy workplace.

In addition to this manual, Tender Touch has a multifaceted Employee Safety Program which consists of:

1. A commitment from Tender Touch's management and leadership to a safe work environment
2. Work site analysis

3. Hazard Prevention Control Strategies
4. Employee Safety Training

II. Work Site Analysis & Controls

Work Site Analysis

As Rehabilitation providers we have potential occupational exposure to the following:

- | | |
|--|------------------------|
| 1) Blood borne Pathogens | 6) Work place stress |
| 2) Blood borne illness
(Hep B, C and HIV) | 7) Hazardous Chemicals |
| 3) Biohazard Waste Containers | 8) Equipment Hazards |
| 4) Infections | 9) Fires |
| 5) Slips/Trips/Falls | 10) Lifting Injuries |
| | 11) Latex Allergies |

This Manual will address hazards and potential solutions, as well as tips to avoid injury or illness.

Work Place Controls

Keeping work areas in a clean and sanitary condition reduces the risk of exposure to blood borne pathogens and illness.

A. Decontamination

As part of Tender Touch's safety plan, employees are expected to adhere to the following:

1. Employees must decontaminate working surfaces and equipment with an appropriate disinfectant (EPA website) after each patient.
2. Employees must clean surfaces when surfaces become obviously contaminated with potentially infectious material, or at the end of a work shift if contamination might have occurred.

B. Regulated Waste

Properly handling regulated waste is essential to prevent unnecessary exposure to blood and other potentially infectious material. Liquid or semi-liquid, blood, compressed blood and sharps must be labeled, handled and disposed of in accordance with applicable state and local laws. Dispose of contaminated waste in labeled receptacles.

C. Laundry

When handling laundry, employees must wear gloves and handle contaminated laundry as little as possible with the minimum of agitation. Contaminated laundry should be bagged or placed in the container at the location where it was used. No sorting or rinsing of laundry in rehab areas. Laundry that is wet or has the potential to soak through or leak must be bagged in plastic.

D. Personal Protective Equipment (PPE)

Wearing PPE can significantly reduce health risks for healthcare employees. Workers who have direct exposure to blood or other potentially infectious material (OPIM) on their jobs (Hep B, HIV) should choose the suitable PPE.

The following is a guideline for use of PPE:

Gloves – Hand contact with blood or OPIM or contaminated surfaces. Gloves may not be re-used (examination gloves). Utility gloves may be decontaminated if not compromised.

Eye Wear / Mouth Protection / Other PPE – When splashes, spray, splatters or droplets of blood on potentially infectious materials pose a hazard to eyes, nose or mouth. Gowns, aprons, caps, hoods, shoe coverings are used when gross contamination is expected.

E. Additional Precautions

1. Wash hands immediately after removing gloves.
2. Remove PPE after it becomes contaminated and before leaving the work area.
3. Used PPE may be disposed of in labeled containers.
4. Never wash or decontaminate single use gloves.
5. If a garment is penetrated, the employee should remove it as soon as feasible.

F. Ergonomics

To prevent work related musculoskeletal disorders (sprains and strains) from lifting patients or reaching during treatment, practice good body mechanics.

G. Additional Controls

An additional work place control is to label potential hazards to prevent exposure to pathogens. Look for labels and signs for biohazard waste and blood products.

According to the CDC (Centers for Disease Control) hand washing results in a reduced incidence of spreading infections.

In addition, employees should not come to work if ill, and cover their mouth and nose when sneezing or coughing. Employees who maintain a healthy lifestyle (diet, exercise, rest, relaxation, inoculations and vaccinations) will contribute to a healthy workforce.

III. Hazards: Preventions and Solutions

Hazard: Blood borne Pathogens

Blood borne pathogens are infectious material in blood that can cause disease in humans. Blood borne pathogens are pathogenic microorganisms that are present in human blood that may include, but not limited to, Hep B, Hep C and HIV. Risk is through exposure to body fluids such as saliva, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, amniotic fluid, semen and vaginal secretions.

Preventions/Solutions

1. Observe universal precautions and treat all fluids as potentially infectious material with appropriate precautions.
2. Wear personal protective equipment such as gloves, mask, and gowns when exposure to blood on other potentially infectious material (OPIM) is anticipated.
3. Use engineering and work practices to limit exposure (i.e. sharps disposal containers)
4. Reduce likeliness of exposure by good compliance in hand washing, sharps disposal, handling laundry and decontamination procedures.

5. Use labels to communicate hazards.
6. Attend ongoing training in the facility and/or corporate office.

Hazard: Burns

Employees may sustain burns while utilizing hot packs, fabricating/adjusting splints/braces, during kitchen ADL training. Burns may be prevented, but if an employee sustains a burn, prompt and/or emergency treatment is indicated to prevent infection, pain and scarring.

Prevention/Solution

1. Place conspicuous warning labels on warm/hot surfaces, flammable liquids.
2. Do not bring ignition sources into rehab areas.
3. During food preparation, practice good task design to prevent spillage, and discourage reaching across hot surfaces, etc.

Hazard: Chemical Exposure

Clinicians may be exposed to some hazardous chemicals used in the rehab gym (i.e. glutaraldehyde, used to disinfect whirlpools, gels used for ultrasound, prescription medications, cream and ointments)

Prevention/Solutions

1. Use the least toxic product feasible (National Anti-Microbial Network for list of Chemicals).
2. When using any chemical, the room should be well ventilated and/or large enough to ensure adequate dilution of vapors.
3. Follow safety precautions while applying medication creams by wearing gloves.

Hazard: Equipment (Electric, Ultrasonic, Laser)

At times, rehab professionals may utilize electrical equipment, and therefore may risk exposure to shock, ultrasound, and laser. All equipment should be in good working order.

Prevention/Solutions

1. Visually inspect all equipment for damage before and after use.
2. Utilize proper techniques while using equipment. Observe all safety precautions.
3. Comply with yearly calibration of all equipment.

Hazard: Eye Injury or Conjunctivitis

Conjunctivitis is an acute irritant of the conjunctiva of the eye in response to a dust or vapor laden atmosphere or due to allergens.

Eye injuries may be sustained by flying objects, during patient treatments or exposure to irritants.

Prevention/Solutions:

1. Workers should be removed from work that have conjunctivitis to avoid further contamination or transfer to other employees or patients.
2. Eye washes are available for exposure to irritants.
3. For eye injuries, seek immediate medical or emergency treatment.

Hazard: Hepatitis A

Hepatitis A is a serious viral infection which affects the liver. It is acute and rarely life threatening however can cause debility for several weeks. Transmission of the virus is from the intestine, urine, and less likely saliva. Transmission occurs as a result of contamination of food or water by human fecal material. It is contagious in the early stages and symptoms can present between 28-30 days. Not very common in the U.S. but is so in areas outside the U.S.

Prevention/Solutions

1. Good hygiene practices.
2. Good hand washing practices.
3. Gamma Globulin will provide short term protection if given immediately after exposure.

Hazard: Hepatitis B

Hepatitis B (inflammation of the liver) is a serious viral infection that can damage or destroy the liver. There is no specific treatment once a person has the disease. Healthcare workers are 3-6 times more likely to contract Hepatitis B. There has been a 95% decrease in the incidence of Hepatitis B since introduction of the vaccine. The vaccine, in combination with good practices, may reduce infection.

Facts:

1. Hepatitis B is more transmissible than HIV.
2. The risk of infection through needle stick injury is 6-30% of the injuries.
3. 50% of the people infected are unaware of their condition.
4. The CDC research supports that the Hepatitis B virus may stay on a surface and contaminates items for 1 week in dried blood.

Prevention/Solutions

1. Take extra precautions when exposed to blood and body fluids. Practice Universal Precautions.
2. The Hepatitis B vaccine is available and provides protection against Hepatitis B. The CDC reports lifetime immunity if antibodies are present.
3. Those employees who decline the Hepatitis B vaccine must sign a declination statement.

Hazard: Hepatitis C

Hepatitis C is another viral infection that causes liver inflammation. It is the most common type of Hepatitis after transfusion. Persons affected do not necessarily have liver disease, but may progress over several years to cirrhosis. Healthcare workers with exposure to infected blood, instruments or needles are at risk for acquiring Hepatitis C.

Prevention/Solutions

1. Take extra precautions whenever exposed to blood and body fluids.
2. Take precautions when exposed to cuts, punctures, needles and sharps.
3. When exposed, Alpha interferon and Ribavirin are used for treatment.

Hazard: HIV – Human Immunodeficiency Virus – Acquired Immunodeficiency Syndrome (AIDS)

AIDS is characterized by a profound immunosuppression due to a depletion of the T4 (helper) lymphocytes in the blood. AIDS represents late clinical stage of HIV. The cause of HIV is an infection (lentivirus) which attacks the immune system.

Prevention/Solutions

1. Minimize contact with blood, body fluids or contamination with the virus
 - a) Wash hands or other skin surfaces immediately before and after contact with patient.
 - b) Use appropriate Barrier Mechanisms (gloves, gowns, masks, protective eye wear) to prevent skin and mucous membrane exposure.
 - c) Handle needles/syringes with caution. Use puncture resistant container to dispose.
 - d) Minimize need for mouth to mouth resuscitation.
 - e) Staff with exudative or weeping lesions should refrain from direct patient care or handling patient care equipment until wounds heal.

Hazard: Infections

Healthcare workers can be exposed to nonferrous (exposure to infectious organisms) in healthcare facilities. Infections such as MRSA (Methicillin Resistant Staphylococcus) and C-Diff may be prevented.

Prevention/Solutions

1. Hand washing is the single most important procedure for preventing infections. Use adequate amount of soap, rub hands together to create friction and rinse under running water.
2. Wear gloves as indicated.
3. When hand washing is not feasible, use antiseptic hand cleansers or towelettes, but wash hands when accessible.

Hazard: COVID 19

In December of 2019 a novel coronavirus began in Wuhan China which caused a global pandemic with millions of people contracting a new virus named COVID 19 worldwide in over 170 countries. Cases can be mild to severe and/or fatal. Symptoms were first thought to include coughing, fever and general malaise, but as the virus spread more symptoms came to light such as loss of taste and smell, severe lung disease, cardiac events, blood clotting issues, rare kidney failure, nausea and vomiting. Some children experienced inflammatory organ disease. At the time this manual was updated there was no known treatment (Remdesivir is promising in shortening disease). There is no current vaccination, although human trials are now available in several countries. People who have and are symptomatic or asymptomatic for COVID 19 can spread the virus. Many states have implemented mandatory testing of patients and healthcare workers to stop the spread of COVID 19 as this virus is more serious in the elderly, those with chronic diseases like lung disease, diabetes, asthma or those who are immune suppressed.

Prevention /Solutions

1. Proper and frequent Handwashing
2. Proper respiratory etiquette
3. Proper use of PPE when treating patients, Wear mask in public as mandated
4. Social distancing, Remain 6 feet apart when appropriate
5. No large gatherings
6. Stay at home if you are sick. Quarantine for 10-14 days as per CDC
7. Do not share equipment if possible, Decontaminate shared items with appropriate disinfectant
8. Disinfect work areas with appropriate EPA registered disinfectant
9. Do not treat patients in the gym when ill

Hazard: Latex Allergy

Some people experience a latex allergy due to a protein in latex. Latex is a sap from a rubber tree which is used in many items in hospitals and nursing homes. If a person is allergic to latex, they may experience a rash, hives, itching, flushing, breathing difficulties and in extreme cases anaphylactic shock.

Prevention/Solutions

1. Consult your physician to treat symptoms.
2. Utilize latex free items.
3. Avoid contact with latex gloves.
4. Wear a medical alert bracelet and inform co-workers of allergic sensitivity.
5. Keep/carry a supply of medicine needed to treat allergic symptoms and/or an epi self injection kit for severe allergic reactions.
6. Avoid latex items such as band aids, blood pressure cuffs, tubing and syringes, balloons, balls, baby bottle nipples, carpet backing, dishwashing gloves, erasers, handles on tools, rubber bands, rubber sole shoes, elastic bands on clothing, water toys and equipment.

Signs of Anaphylactic Shock are as follows:

Loss of consciousness, low blood pressure, dizziness, difficulty breathing, swelling of tongue, blueness of skin, heart failure.

Hazard: Low Back Pain

A large number of independent pathological conditions or occupational injuries may affect the bones, tendons, nerves, muscles, ligaments and intervertebral disks of the lumbar spine.

Prevention/Solutions

1. Reduce stresses by effective ergonomic design of tasks and work stations.
2. Reduce unnecessary bending, twisting and reaching.
3. Reduce prolonged sitting or standing.
4. Avoid lifting excessive loads without assistance.
5. Refer to lifting guide in Work Injury Prevention Strategy section of manual.

1. Back Safety Strategies:

As rehab professionals, our backs are at work every minute of our work day. Over time, the effects of poor posture, poor body mechanics and physical deconditioning takes its toll. Proper posture and body mechanics during a work shift can prevent occupational injuries. The following are some suggestions to prevent injuries:

Posture

Attempt to keep the spine's natural three curves (cervical, thoracic, lumbar) during work activities. Proper standing posture is when the ears are in line with the shoulders, hips and knees are straight, and the lumbar curve is lordotic but not exaggerated. When seated, there should be a (90, 90, 90) angle at the hips, knees and ankles.

2. Lifting Strategies:

As rehab professionals, we know the importance of back safety and proper lifting techniques. As healthcare providers, we must lift patients and/or equipment and are susceptible to back injuries. The following are some key elements to safe lifting:

Preparing to Lift:

- a) Ask for help if you think you may need it. Determine load capacity and evaluate the lift.
- b) Perform stretches before preparing to lift.
- c) Wear safe shoes.
- d) Make sure you have an uncluttered area or clear pathway.

Lifting

- a) Center the load between your legs and shoulders. Use both arm and leg muscles.
- b) Bend with your hips and knees.
- c) Keep your back straight (keep back as vertical as possible).
- d) Lift with your legs.
- e) Keep the load close to your body.
- f) Do not twist, avoid awkward postures.
- g) Keep back straight
- h) Use smooth and steady lifting motions.
- i) Avoid lifting/reaching or working above shoulder height.

Hazard: Musculoskeletal Disorders

Employees may sustain strains or sprains while performing work tasks (i.e. lifting or mat treatments) as well as injury to muscle, joints, ligaments, etc.

Prevention/Solutions

1. Utilize good body mechanics.
2. Utilize adjustable height patient equipment as needed.
3. Recommend that the patient utilize a mechanical lift with nursing, if indicated.

Hazard: Slips/Trips and Falls

Rehab professionals may suffer slips, trips or falls during work tasks, caring for patients or while at the facility. These kinds of incidents may be due to ice, moist hot packs, whirlpool treatments, treadmill equipment or electrical cords.

Prevention/Solutions

1. Keep floors clean and dry at all times. Deal with spills immediately.
2. Non-slip mats should be used at modality stations.
3. Use warning signs for wet floors.
4. Keep rehab areas uncluttered.
5. Keep passageways and exits clear and without obstructions.
6. Wear rubber foot gear.
7. Work/walk at reasonable speed/cadence

Hazard: Stress

Rehab professionals often cope with stressful situations, life threatening injuries/illness, productivity standards, staffing shortages, etc. Exposure to stressful situations may cause both

physical and emotional consequences. There is not a consensus defining occupational stress, but stressors such as inability to meet job expectations and difficult work environment may be contributory.

Prevention/Solutions

1. Practice healthy lifestyle practices (i.e. stress management techniques such as yoga, deep breathing and exercise program).
2. Address work related stressor.
3. Participate in rehab meetings and supervision sessions offering feedback regarding alternative job arrangements.
4. Work at reasonable shifts.
5. Undertake reasonable workload.
6. Investigate diet changes, medications or therapy as described.

Fire Protection and Control

Most fires are a result of inattention to the job task or site. This may result in injury, loss of life or property. If caught early, most fires can be extinguished by the proper fire extinguisher. It is important to know the procedure to follow in a fire, as well as be familiar with surroundings and location of alarms and fire extinguishers.

Procedure when a fire starts:

1. Secure patients
2. Sound an alarm, yell if necessary
3. Attempt to extinguish only small fires
4. Call the fire department if needed
5. Evacuate the area quickly
6. Follow the facility's policy as indicated
7. Attend regularly scheduled fire safety in-services

To prevent fires in the workplace:

1. Inspect extinguishers on a regular basis
2. Keep work areas free of debris/trash
3. Enforce "no smoking" rules
4. Store flammable materials in approved containers
5. Do not use equipment with faulty wires, etc.

V. Inoculations / Vaccinations and Screening Tests

Tuberculosis Testing (PPD)

Tuberculosis is an infectious disease that is usually transmitted person to person via an airborne route. Symptoms are not immediately recognized, but the host will develop delayed hypersensitivity to tuberculin within a few weeks.

A positive skin test indicates a mycobacterial infection. The infection probably occurred by breathing in bacteria on water droplets that have been coughed up or sneezed into the air by a person with active TB. A positive test means that a person has either an active or inactive infection.

Prevention:

1. Accomplished by pre-employment and annual TB screening for all employees. Chest x-rays may need to be done in certain circumstances.
2. Promote early diagnosis and treatment for cases in facilities.
3. TB patients should be on respiratory isolation as indicated. All staff will utilize appropriate personal protective apparel as indicated.
4. A 2-Step PPD is required for all employees as annual screenings have rendered many immuned to test dose. Double test doses are required.

Treatment for Employees with TB:

1. The most effective and most used medicine is INH (Isoniazid).
2. Medicines are used every day for a minimum of 9 months.
3. Along with the medicine, a vitamin called pynidoxine is frequently used.
4. It is recommended that follow up visits with a physician is once a month for the first 3 months, at 6 months and at 9 months.
5. Once a person has had TB, a skin test is no longer reliable as it will always show positive. Other screening (chest x-ray) may be necessary.

V. Bibliography

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PATIENT SAFETY TRAINING

I. Introduction

Tender Touch, in its effort to encourage a culture of safety as well as prevent errors, incidents and/or accidents, has developed this safety manual to promote learning and prevent adverse events.

Patient safety is required from all healthcare disciplines and emphasizes identifying risks, analysis and training for all procedures to maintain a safe environment for patients.

Unfortunately, if an incident does happen, we are obliged to report and document all information regarding the incident in a truthful and prompt manner.

As therapists, we are trained to prevent injury to our patients by:

1. Obtaining correct and specific patient information from the patient's record
2. Document using appropriate abbreviations as to encourage proper communication
3. Never leave the patient unattended while in the gym
4. Develop protocols to deal with urgent or emergency situations for patients

This manual is an attempt to provide an organized and more comprehensive resource guide in helping to promote patient safety. Included in this manual are guidelines to prevent abuse, infection, falls, etc. These guidelines not only assist in promoting patient safety but could promote employee safety as well.

This manual focuses on general guidelines as specific guidelines often are changed by the CDC (Centers for Disease Control), EPA (Environmental Protection Agency), and NIH (National Institute of Health). For more specific information, please refer to the above mentioned governmental agency's websites.

II. Preventing Patient Errors and Injuries

All humans make mistakes, even the highly educated, trained or experienced professionals. Consequences of errors regarding patient safety may be significant or cause physical or psychological harm. In addition, it may diminish client confidence in our skills or credibility. The following is a list of potential safety issues or errors in the rehab industry:

1. Lack of communication between providers (i.e. resulting in medication, treatment intervention or modalities, etc. errors)
2. Failure to offer comprehensive education to the patient, caregiver or provider leading to patient injury
3. Failure to offer appropriate supervision or instructions to the patient during treatment
4. Therapist lacks skill or training to offer a particular modality/intervention
5. Lack of attention to patient during high risk procedures (i.e. hot pack, standing table)
6. Lack of information on patients' medical history/precautions and/or contraindications for the treating therapist or covering therapist
7. Inadequate preparation when initiating treatment of patient (poor chart review, set up of environment)
8. Not recognizing patient fatigue, poor communication skills, patient non-compliance which can lead to incidents
9. Not cleaning up treatment area, leading to injury or exposure risk for illness
10. Spread of infections
11. Falls, skin injury or tears, fractures
12. Abuse

III. Joint Commission's National Patient Safety Goals

JCAHO's national guidelines on patient safety attempts to strengthen each company's understanding and efforts toward patient safety. The following is a list of JCAHO's goals and those goals which have implications to our resident's safety during rehabilitation:

- **Goal – Improve accuracy of identifying patients**
Ask the patient to state their name as well as perform a comprehensive chart review to identify medical history, precautions and contraindications before treating. Conduct a study of medical conditions unfamiliar to the therapist.
- **Goal – Improve effectiveness of communication among caregivers**
Provide timely reports of critical events, incidents, tests, clarify patient status, clarify MD orders and provide clear communication through comprehensive documentation. Avoid non-standardized abbreviations or illegible documentation.
- **Goal – Improve safety of using medications, labeling medications and reduce harm from anticoagulation therapy**

Therapist should promptly report any adverse effect of medication and/or assist in establishing a medication schedule to prevent pain during treatment.

- **Goal – Reduce the risk of healthcare associated infections, meet hand hygiene, prevent multi-drug resistant organism infections, prevent central line associated blood stream infections, prevent surgical site infections**

All staff is expected to perform proper hand washing before and after patient contact. This should be routine and habit. Therapist must also utilize proper universal precautions and disinfecting and decontaminating techniques to prevent exposure and spread of infection.

- **Goal – Reduce the risk of resident harm resulting from falls**

Therapists are crucial to determining a patient's safety during ambulation and transfers. This information must be communicated to other providers and caregivers. In addition, rehab professionals assess the patients risk for falls, implement interventions to increase balance, educate the resident, caregiver and other providers on fall prevention strategies.

- **Goal – Prevent healthcare associated pressure ulcers (decubitus ulcers)**

Therapists are involved in evaluating and treatment by providing positioning devices and positioning schedules to reduce the risk of pressure ulcers.

IV. Safety Guidelines

The following are suggestions to help your patients minimize the risk of errors or injury. All patients should be encouraged to:

A. For Health Care Decisions

1. Speak up and ask questions
2. Participate in decisions about their healthcare
3. Find out about their condition
4. Ask for assistance when filling out forms
5. Ask a family member to be there as their advocate

B. To Minimize Abuse

C. Preventing the Spread of Infections

1. Ask family members or friends of patients who have colds or other respiratory infections or are ill to not visit.
2. Make sure professionals wear gloves when inserting catheters or working with wounds.
3. Keep skin around a wound dry and make sure dressing is clean.
4. Practice good hand washing technique to prevent spread of MRSA and C-Diff.
5. Decontaminate items (blood pressure cuff, pulse ox, walkers, etc) After use with patient TV remotes, telephone, bedrails with approved EPA decontaminants.
6. Ask all family members to wash hands when entering gym.
7. If there is no sink available, use alcohol based sanitizer. Rub sanitizer all over hands, especially under nails and between fingers and rub until your hands dry.
8. Hands should be cleaned before and after touching or eating food, after use of bathroom, taking out trash, before and after patients or playing with a pet. In addition, before and after touching public telephone and computers in gym.
9. If you are ill, do not come to work and avoid close contact with others.
10. Cover mouth and nose when sneezing or coughing. Use tissues and wash hands after using a tissue.

Inoculations

Both patients and employees avoid diseases and fight the spread of infections through vaccinations. Vaccinations are available to prevent the following diseases:

- Chicken Pox
- Measles
- Tetanus
- Shingles
- Influenza (Flu)
- Whooping Cough (Pertussis)
- Rubella (German Measles)
- Pneumonia
- Human Papilloma Virus (HPV)
- Mumps
- Diphtheria
- Hepatitis
- Meningitis

D. Preventing Pressure Ulcers

1. Inspect patients' skin daily.
2. Pay special attention to reddened areas that remain after the patient has changed position.
3. Make sure patients skin is cleaned as soon as it is soiled.
4. Prevent dry skin by use of creams or oils. Have patient avoid dry or cold air.
5. Minimize moisture near skin.
6. Do not provide massage of skin over bony prominences for vulnerable skin.
7. Provide a proper positioning schedule:
 - Bed – Change position every 2 hours
 - Chair – Position to be changed every hour. If patient can shift weight they should be directed to do so every 15 minutes
 - When confined to bed – Provide air, foam, gel, water mattress to prevent ulcers. Head of bed should be raised as little as possible.
 - Raise head no more than 30 degrees for brief periods of time.
8. During bed mobility training or repositioning, do not drag the patients body, rather lift the patient to prevent friction.
9. Have patient use trapeze to reposition if possible.
10. Use pillows or wedges to keep knees or ankles from touching to prevent ulcers.
11. Utilize positioning devices to keep heels off bed as indicated.
12. Utilize appropriate wheelchair cushions as indicated.

E. Preventing Falls

1. Ask for assistance for heavy patients or patients with poor balance.
2. Keep call bell near patients.
3. Keep personal items (TV remote, books, water) near patients so they do not need to reach.
4. Make sure gym has no spills or objects on floor – eliminate clutter.
5. Make sure patients footwear is non-slip and fits properly (including treaded socks)

6. Make sure patients pant leg is appropriate length or patient is wearing a belt to secure trousers.
7. Ensure adequate light.
8. Ensure patient uses assistive device properly and safely as well as utilizing safety rails, etc. when appropriate.
9. Ensure wheelchair safety (i.e. remove foot rests as needed).
10. Provide special instruction to these patients who require such (i.e. take showers instead of bath). Educate patient, caregiver in fall prevention strategies.
11. Be mindful of which medications the patient may be on that causes dizziness or loss of balance.
12. Assist in establishing a patient's toileting schedule with nursing.
13. Assess fall risks upon admission to rehab.
14. Treat toward stronger side at all times.
15. Implement bowel and bladder program to decrease urgency and incontinence when feasible.
16. Lock all movable equipment before transferring patient.
17. Individualize the patient's equipment to their specific needs.
18. Evaluate and treat gait changes, postural instability.
19. Be mindful of impaired vision, sensation, presence of pain, orthostatic hypotension and dementia.
20. Use a gait belt during treatment for any patient requiring contact guard or more assistance.

F. Do Not Use Abbreviations to Minimize Confusion in Documentation

JCAHO has recommended that certain abbreviations not be used, as these tend to lead to miscommunication, errors and potentially to patient injury. The following table reflects those abbreviations noted to cause problems in healthcare settings.

“Do Not Use” Abbreviations

Do Not Use	Potential Problems	Use Instead
U (unit)	Mistaken for “0” (zero), the number “4” (four) or “cc”	Write “unit”
IU (International Unit)	Mistaken for IV (intravenous) or the number 10 (ten)	Write “International Unit”
Q.D., QD, q.d., qd (daily) Q.O.D., QOD, q.o.d., qod (every other day)	Mistaken for each other. Period after the Q mistaken for “I” and the “O” mistaken for “I”	Write “daily” Write “every other day”
Trailing zero (X.0 mg) Lack of leading zero (.X mg)	Decimal point is missed	Write X mg Write 0.X mg
MS, MSO4 and MgS04	Can mean morphine sulfate or magnesium sulfate	Write “morphine sulfate” Write “magnesium sulfate”

G. Treatment
Restraint Reduction Program

Least to Most Restrictive Devices:

In Bed:

- Side rails down
- ½ side rail up
- 1 side rail up
- 2 side rails up
- 2 side rails up/waist restraint
- 2 side rails up/vest restraint
- 2 side rails up/vest restraint/hand mitts
- 2 side rails up/vest restraint/wrist restraints

In Wheelchair:

- Wheelchair/No restraint
- Wheelchair with alarm
- Wedge cushion
- Wheelchair with drop seat
- Wheelchair/pommel cushion
- Wheelchair/Self releasing seat belt
- Wheelchair/1/2 lap tray
- Wheelchair/Removable full lap tray
- Wheelchair/Waist Restraint as positioner
- Wheelchair/Roll bar
- Wheelchair/Waist Restraint
- Wheelchair/Vest Restraint
- Wheelchair/Vest or Waist Restraint/Hands Restraint
- Geri Chair
- Geri Chair/Reclined
- Geri Chair/Waist Restraint
- Geri Chair/Vest Restraint
- Geri Chair/Hand Restraint

H. Universal Precautions

To decrease the risk of spreading infections within the healthcare facility.

This approach to infection control is based on the following assumptions:

- Infectious agents are present before symptoms are present.
- Multiplied resistant organisms may be present before they are detected.
- Infections are always potential hazards to staff and residents.

All rehabilitation personnel will consider all residents to be an infectious risk and utilize Universal Precautions when in direct contact with a resident.

A. Hand Washing:

Hand washing is required before and after every resident contact in the following manner:

- 1) Wet hands.
- 2) Apply antimicrobial soap.
- 3) Rub hands together to create a lather.
- 4) Wash all surfaces of the hands for a minimum of 20 seconds.
- 5) Rinse well.
- 6) Dry hands with a paper towel.
- 7) Use the paper towel to turn off the faucet.

In addition, hand washing should be done before eating or preparing food, after using the bathroom, and following sneezing or coughing.

B. Gloves:

Gloves should be worn any time there is contact with any body fluids, mucous membranes, or broken skin, or whenever working with a person with a known infectious disease. It is important to remove contaminated gloves to avoid spreading contaminants in the following manner:

1. With your gloved right hand, grasp the fold of your left glove and remove the glove, turning it inside out.
2. With your bare left hand, reach inside the left glove and remove the glove without touching the outside of the gloves.
3. Dispose of the gloves as per facility infectious waste policy and procedure.
4. Wash hands as per above procedure.
5. Disposable gloves cannot be reused and must be changed between patients.
6. Patients should not be transported wearing gloves, and gloves should not be worn in the hallways.

C. Sterile Gowns:

Sterile gowns should be worn when there is a need for isolation precautions.

The nurse should be contacted regarding the type of precautions required and location of protective garments. These should be worn whenever in contact with a resident. Disposal of the gowns should be completed as per the facility's policy and procedure.

D. Masks and Eye Protection or Face Shields:

Masks, eye protection or face shields must be worn whenever splattering or aerosolization of potentially infectious materials may be reasonably anticipated.

Ordinary glasses are satisfactory only if fitted with side shields. Protective equipment may be obtained from the facility's infection control nurse.

E. Incidences:

Staff must report all injuries or possible exposures to potentially

infectious materials immediately to the Director of Nursing and the Regional Manager. The therapist must complete an incident report or first report of injury.

V. Pain

The Joint Commission on Accreditation of Healthcare organizations (JCAHO) has developed new standards for managing patient's pain. The new requirements/standards are as follows:

1. Recognize the rights of patients to appropriate assessment and management of their pain.
2. Assess pain in all patients.
3. Record the results of the assessment in a way that facilitates regular reassessment and follow up.
4. Educate providers in pain assessment and management.
5. Determine competency in pain assessment and management.
6. Establish policies and procedures which support prescription of pain medicines.
7. Ensure pain does not interfere with rehabilitation.
8. Educate patients and their families about importance of effective pain management.
9. Include patient's needs into symptom management and discharge process.
10. Collect data to monitor effectiveness of pain management.

Guidelines for Clinician's

1. Ask the patient if they have pain.
2. Never let a patient's pain become severe.
3. Minimize a patient's discomfort.
4. Check patient's medication schedule.
5. Measure pain utilizing numeric pain distress scale (1-10) or Wong-Baker "Faces" Pain Rating Scale.
6. Ask the patient to describe pain
 - a) Aching, burning, excruciating, exhausting, nagging, stabbing, throbbing, unbearable
 - b) Continuous or occasional
 - c) What time of day is worst
 - d) What decreases pain or makes it worse
 - e) How effective are the pain medications
 - f) Does pain interfere with function, ambulation, sleep, life

Non-verbal pain indicators:

- | | |
|-----------------------------|------------------------------------|
| 1. Crying | 7. Change in routine |
| 2. Moaning | 8. Aggressive behavior |
| 3. Guarding of area of body | 9. Increase in body movements |
| 4. Facial wrinkling | 10. Confusion |
| 5. Blinking | 11. Decrease in social interaction |
| 6. Grimacing | 12. Irritability |

Types of pain treatments:

- a) Oral Medications – for mild to moderate pain
- b) IV Medications – for moderate to severe pain
- c) Patient Controlled Analgesia (PCA) – patient delivers immediate relief
- d) Epidural Analgesia – medicine is delivered by a continuous drip through

- a small catheter into the epidural space of the back
- e) Peripheral Nerve Block – numbing of pain areas with local medications
 - f) Intramuscular Injections – shots into muscle usually in the hip or thigh used for moderate to severe pain

Side effects of the medicines:

- a) Itching
- b) Drowsiness
- c) Difficulty with urinating
- d) Nausea/vomiting
- e) Constipation

Other ways to control pain:

1. Hot packs
2. Cold packs
3. Ultrasound
4. Massage
5. Deep breathing
6. Relaxation techniques
7. Distractions (watching TV, listening to music)

Rate Your Pain

Numeric Pain Distress Scale



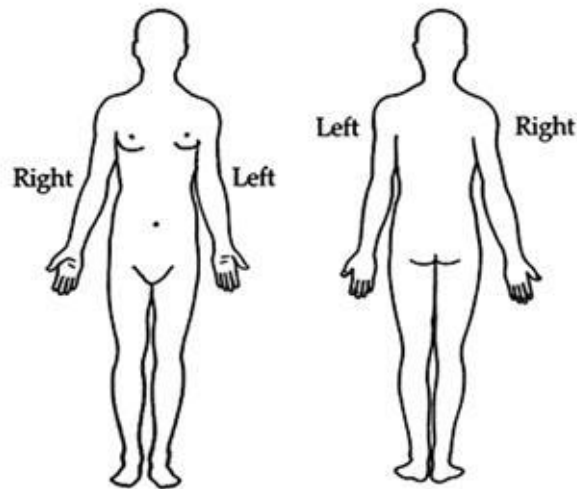
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Wong-Baker "Faces" Pain Rating Scale



From Wong D.L., Hockenberry-Eaton M., Wilson D., Winkelstein M.L., Schwartz P.: *Wong's Essentials of Pediatric Nursing*, ed. 6, St. Louis, 2001, p. 1301. Copyrighted by Mosby, Inc. Reprinted by permission.

Where's your pain?



Mark the area(s) where you feel pain.

Tender Touch Self Study Course
Title: Prevention of Abuse and Neglect of the Elderly

Learning Objectives:

1. Prevent abuse and neglect of the elderly in skilled nursing facilities
2. Learn the definitions of abuse and neglect
3. Recognize signs of resident abuse and neglect
4. Learn the medical issues subject to abuse allegations
5. Learn nursing home regulations design to prevent abuse and neglect of the elderly
6. Learn the actions to be taken when abuse and neglect occurs

Introduction

I. Definitions

- **Abuse** – means causing any physical, mental or sexual injury to an eligible adult, including exploitation of such as adult’s financial resources. Abuse may include, but not limited to:
 - infliction of injury
 - unreasonable confinement or involuntary seclusion
 - intimidation or punishment with resultant physical harm, pain or anguish
 - deprivation by an individual or of goods and services that are necessary to attain or maintain physical, mental and psychosocial well being
- **Verbal abuse** – oral, written or gestured language of disparaging and derogatory terms within hearing distance to residents/families. Verbal abuse may include but is not limited to:
 - threats of harm
 - frightening statements
- **Sexual abuse** – includes but is not limited to sexual assault, coercing or harassment
- **Abuser** – means a person who abuses, neglects or financially exploits an eligible adult
- **Neglect** – means another individual’s failure to provide an eligible adult the necessities of life including but not limited to: food, clothing, shelter or healthcare

II. Signs of Resident abuse

Physical injuries such as broken bones, bed sores/pressure sores, internal bleeding, medication overdose, head injury, falls, malnutrition, bruises, joint dislocation, physical abuse by staff and even death, assault, battery, sexual assault, sexual battery, rape, unreasonable physical restraint, food/water deprivation, use of chemical or physical restraint or psychotropic medication, giving too much medicine, open wounds, cuts, welts, slapping, pushing, shaking, beating, forcing an older person to stay in the room.

Signs of neglect including dehydration, malnourishment, poor hygiene, soiled bedding, unattended medical needs and hazardous or unsanitary living conditions, poor access to medical services, failure to protect from safety hazards.

Emotional or behavioral changes such as agitation, withdrawal, fear or anxiety, frequent crying, strained relationship with nursing home staff or complaints of improper treatment, non-

communicative, unusual behavior (sucking, biting, rocking) humiliating, insulting, frightening, threatening or ignoring behavior, wanting to be isolated from other people.

III. Medical Issues Subject to Abuse Allegations

1. Bed Injuries
2. Pressure Ulcers
3. Falls & Fractures
4. Malnutrition
5. Dehydration
6. Wandering
7. Physical Abuse
8. Mental Abuse
9. Elopement
10. Sexual Abuse

IV. Regulations

To participate in the Medicare and Medicaid programs, nursing homes must be in compliance with the federal requirements for long term care facilities as prescribed in the U.S. Code of Federal Regulations (42 CFR Part 483).

Under the regulations, the nursing home must:

- Have sufficient nursing staff (42 CFR 488.30)
- Conduct initially a comprehensive and accurate assessment of each resident's functional capacity (42 CFR 483.20)
- Develop a comprehensive care plan for each resident (42 CFR 483.20)
- Prevent the deterioration of a resident's ability to bathe, dress, groom, transfer and ambulate, toilet, eat and to communicate (42 CFR 483.25)
- Ensure that residents receive proper treatment and assistive devices to maintain vision and hearing abilities (42 CFR 483.25)
- Ensure that residents do not develop pressure sores and, if a resident has pressure sores, provide the necessary treatment and services to promote healing, prevent infection and prevent new sores from developing (42 CFR 483.25)
- Provide appropriate treatment and services to incontinent residents to restore as much normal bladder functioning as possible (42 CFR 483.25)
- Ensure that the residents receive adequate supervision and assistive devices to prevent accidents (42 CFR 483.25)
- Maintain acceptable parameters of nutritional status (42 CFR 483.25)
- Provide each resident with sufficient fluid intake to maintain proper hydration and health (42 CFR 483.25)
- Ensure that residents are free of any significant medication errors (42 CFR 483.25)
- Promote each residents quality of life (42 CFR 483.15)
- Maintain dignity and respect of each resident (42 CFR 483.15)
- Ensure that the residents have the right to choose activity, schedules and healthcare (42 CFR 483.40)
- Provide pharmaceutical services to meet the needs of each resident (42 CFR 483.60)
- Be administered in a manner that enables it (the facility) to use its resources effectively and efficiently (42 CFR 483.75)

- Maintain accurate, complete and easily accessible clinical records on each resident (42 CFR 483.75)

V. Actions To Be Taken When Abuse Occurs

1. Contact the Rehab Director to state concerns
2. Contact the Nursing Home Administrator
3. Contact the State
4. Contact the Police Department when indicated

Self Study Exam 1

(passing grade – 70%)

1. Abuse means:
 - a) Causing any physical, mental or sexual injury to an eligible adult, including exploitation of financial resources
 - b) A person who abuses, neglects or financially exploits an eligible adult
 - c) Another individuals failure to provide an eligible adult with the necessities of life
2. Physical signs of abuse include:
 - a) Broken bones, bed sores
 - b) Falls, bruises
 - c) All of the above
3. Dehydration, malnutrition, poor hygiene, soiled bedding are signs of:
 - a) Abuse
 - b) Neglect
 - c) None of the above
4. Unreasonable physical restraint or forcing patients to stay in their room:
 - a) May also be indicative of resident abuse
 - b) May be indicative of poor follow up
 - c) Does not indicate an issue
5. Emotional or behavioral changes may also be indicative of:
 - a) Abuse/Neglect
 - b) Patient disinterest in treatment
 - c) Patients loneliness
6. Bed injuries, ulcers, falls and fractures, wandering and elopement:
 - a) Should be documented by nursing
 - b) Should never be documented
 - c) Are medical issues subject to abuse allegations
7. Which of the following are federal regulations designed to protect the elderly from abuse:
 - a) Need for sufficient nursing
 - b) Conduct a comprehensive assessment
 - c) All of the above
8. Which of the following regulation(s) apply to rehab:
 - a) Promote each residents quality of life

- b) Ensure that the resident has the right to choose activity, schedule and healthcare
 - c) All of the above
9. Which action is to be taken when abuse occurs:
- a) Contact the OT for resident elopement
 - b) Contact the police in cases of assault
 - c) Contact the state for a resident fall
- 10) Whose responsibility is it to prevent abuse/neglect in a skilled nursing facility:
- a) The therapist
 - b) The nurse manager
 - c) All employees of the facility

Exam Answers

c (10) b (9) c (8) c (7) c (6) a (5) a (4) b (3) c (2) a (1)

VII. Incident/Sentinel Event Reporting

Definitions:

1. **Sentinel event** –An unexpected occurrence involving death or serious physical or psychological injury. A sentinel event signals the need for an immediate investigation and response.
2. **Adverse event** – Event that is a negative consequence of care, unintended injury or illness which may or may not have been preventable.
3. **Event** – Means a discrete, auditable and clearly defined occurrence.
4. **Incident** – An action likely to have a consequence.

Although we rarely experience a patient’s death during treatment, incidents/adverse events are all too common (falls, skin tears, fractures). When reporting an event or incident, please use the following Procedure

1. Secure the patient to safety
2. Report incident to your supervisor immediately
3. Report incident to nursing immediately
4. Fill out incident report
5. Discuss/send incident report with Compliance Officer
6. Submit report to nursing
7. Follow up with facility as indicated
8. Participate in in-servicing, education, mentoring or disciplinary action as indicated

The incident report should include the following:

1. Date, time, location of the event
2. A detailed description of the event including where patient and therapist were, what happened, what was done to prevent patient injury, what injury was sustained, what was done to help patient’s injury
3. When was the facility notified, who was notified
4. Result of incident

5. Corrective action taken

X. Summary of Federal Residents' Rights

1. Exercise of Rights

The resident has a right to exercise his or her rights as a resident of the facility and as a citizen or resident of the United States of America. The resident has a right to be free of interference, coercion, discrimination or reprisal from the facility in exercise of his or her rights.

2. Notice of Rights and Services

The facility must inform the resident, both orally and in writing, in a language the resident understands, of his or her rights and all rules and regulations governing resident responsibilities. This should be done on admission and during the resident's stay.

The resident has the right to inspect all of his own records.

The resident has the right to be fully informed in language he or she can understand of his or her total health condition.

The resident has the right to refuse treatment.

The resident should be informed of what he or she is entitled to in Medicaid benefits and the items and services that are included in those benefits, and for which the resident may not be charged.

The resident should be informed of other items and services for which he or she may not be charged, and the amount of the charge. The facility must inform each resident of services available and charges for those services.

The facility must furnish a description of rights, including: The manner of protecting personal funds and a statement that the resident may file a complaint with the state survey agency concerning abuse, neglect or misappropriation of resident property.

The facility must inform each resident of the name and way of contacting their physician.

The facility must display information about how to apply and use Medicare and Medicaid benefits.

The facility must notify the resident's physician, legal representative or interested family member within 24 hours when there is an accident, a significant change in condition, or a decision or transfer or discharge.

The facility must notify the resident, the legal representative or family member when there is a change in room or roommate assignment or a change in residents' rights.

3. Protection of Residents' Funds

The resident has the right to manage his or her financial affairs or to ask the facility to manage the funds.

The facility must provide an accounting of funds and the individual financial record must be available, upon request, to the resident or his or her legal representative. The facility may not impose a charge against the personal funds of a resident for any item or service for which payment is made under Medicaid or Medicare.

4. Free Choice

The resident has the right to choose his or her physician.

The resident has a right to be fully informed, in advance, about care and treatment and any changes in that care and treatment which may affect his well-being.

5. Privacy and Confidentiality

The resident has a right to personal privacy and confidentiality of his or her personal and clinical records. Personal privacy means accommodations, medical treatment, written and telephone communications, personal care visits meetings of family and resident groups.

6. Grievances

A resident has the right to voice grievances with respect to treatment or care without discrimination or reprisal for voicing the grievance.

The resident has the right to prompt efforts by the facility to resolve grievances including those of other residents.

7. Examination of Survey Results

The resident has the right to examine the results of the most recent survey of the facility conducted by federal or state surveyors. The results must be posted by the facility in a place readily accessible to residents.

The resident has the right to receive information from agencies acting as client advocates and be afforded the opportunity to contact these agencies.

8. Mail

The resident has the right to privacy in written communications including sending and receiving mail, promptly, that is unopened and having access to stationery, postage and writing implements at the resident's own expense.

9. Access to Facility

The resident has the right to receive visitors at any reasonable hour. The facility must provide access to any resident by federal and state officials, the resident's physician, state and local long-term care ombudsmen, the agency responsible for protection and advocacy system, and any entity or individual that provides health, social, legal or other services to the resident, subject to the resident's right to deny or withdraw consent.

The facility must allow representatives of the State Ombudsman to examine a resident's clinical records with the permission of the resident or the resident's legal representative and consistent and consistent with state law.

10. Telephone

The resident has the right to have regular access to the private use of a telephone.

11. Personal Property

The resident has the right to retain and use personal possessions including furnishings, clothing, and so forth, as space permits.

12. Married Couples

The resident has the right to share a room with his or her spouse when married residents live in the same facility and both spouses consent.

13. Self-Administration of Drugs

The resident has the right to self-administer drugs unless the inter-disciplinary team has determined, for each, resident, that this is unsafe.

14. Transfer and Discharge

The facility must not transfer or discharge a resident unless it is for the resident's welfare and the resident's needs cannot be met in the facility, because the resident's health is improved sufficiently so the services are no longer needed, the safety of individuals in the facility is endangered, the health of individuals in the facility would be endangered, or the resident has failed after reasonable and appropriate notice to pay for a stay at the facility.

Before a facility transfers or discharges a resident, the facility must notify the resident, a family member or legal representative about the reasons. 30 days notice must be given, unless it is an emergency.

The written notice must include:

- the reason for the transfer
- the effective date of transfer
- the location to which the resident is transferred, and
- a statement that the resident has the right to appeal the action to the state agency.

The transfer notice must also include the name, address the phone number of the State Long-Term Care Ombudsman, and for residents with developmental disabilities or mental illness, the name, mailing address and telephone number of the agency responsible for protection and advocacy.

The facility must provide sufficient preparation and orientation to the residents to ensure safe transfer or discharge from the facility.

15. Notice of Bed Hold Policy and Re-Admission

Before a facility transfers a resident to a hospital, the facility must provide written information that specifies the terms of the bed hold policy. Written notice must be provided to the resident and family member who specifies the facility policy. If a resident's hospitalization exceeds the bed hold leave, the person may be readmitted to the facility upon the first availability of a bed in semi-private room if the resident requires the services provided by the facility and is eligible for Medicaid nursing facility services.

16. Equal Access to Quality Care

A facility may not discriminate against an individual because of their financial status.

17. Admissions Policy

The facility may not require a third party guarantee of payment as a condition of admission.

The facility may not solicit or accept any amount other than that required to be paid under the state plan.

A facility may not require residents or potential residents to waive their rights to Medicare or Medicaid.

18. Restraints

The resident has the right to be free from any physical restraints or chemical restraints administered for the purpose of discipline or convenience.

19. Abuse

The resident has the right to be free from verbal, sexual, physical or mental abuse.

20. Staff Treatment of Residents

The facility must not use verbal, mental or physical abuse nor employ individuals who have been convicted of abusing, neglecting or mistreating residents.

21. Dignity

The facility must promote care for residents in a manner that maintains or enhances each individual's dignity and respects his or her individuality.

22. Self-Determination

The resident has the right to choose activities, interact with members of the community and make choices about his or her life in the facility that are significant to the resident.

23. Participation in Resident and Family Groups

A resident has the right to participate in resident groups in the facility.

A resident's family has the right to meet in the facility with families of other residents.

Staff or visitors may attend meetings at the group's invitation.

The facility must provide a designated staff person responsible for providing assistance and responding to written requests that result from group meetings.

When the resident or family group exists, the facility must listen to views and act upon grievances and recommendations of residents and families concerning proposed policy and operational decisions affecting resident care and life in the facility.

24. Participation in Other Activities

A resident has the right to participate in social, religious and community activities.

25. Accommodation of Needs

The resident has the right to receive services with reasonable accommodation of individual needs and preferences.

The resident has the right to receive notice before the resident's room or roommate in the facility is changed.

26. Activities

The facility must provide for an on-going program of activities designed to meet the interest and the physical, mental and psycho-social well-being of each resident.

27. Social Services

The facility must provide social services to attain or maintain the highest practicable physical, mental or psycho-social well-being of each resident.

28. Environment

The facility must provide a safe, clean, comfortable and home-like environment with housekeeping and maintenance services necessary to maintain sanitation and order.

The facility must provide clean bed and bath linens in good condition, private closet space, adequate lighting, safe and comfortable temperature levels, and comfortable sound levels.

IX. Bibliography

Rebecca Martin OTR/L OTD, Improving Patient Safety

Practice Errors and Sentinel Events in OT, OT Practice June 2010

JCAHO

<http://www.ucsfhealth.org/adult/edu>

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EMPLOYEE HANDBOOK

A Message from the CEO...

I would like to extend a warm, personal welcome to the Tender Touch Rehab Services team!

There's a lot to learn in these first weeks, but I want to let you know that you have joined a truly extraordinary organization. Tender Touch is dedicated to providing the highest quality care to patients that need our help. We are committed to delivering compassionate patient care and unmatched customer service.

Tender Touch is a highly *impactful* organization – and as a team member, regardless of your role, YOU will have the opportunity to be impactful in the world. Whether you are treating patients or supporting our therapy teams in any capacity, all Tender Touch team members are performing work that *really matters* and *really makes a difference*.

Tender Touch is a high growth, innovative company that fosters opportunity for our exceptional team members and their families. Many of our team members and I came to Tender Touch because of our amazing people. The organization has a very rich culture rooted in the core principles of trust, integrity and a genuine desire to be impactful by treating patients who need our help. Our team members

exude a passion for our mission to make a positive impact in the lives of our patients. You'll find in the following sections of this packet our employee handbook, office procedures and Human Resources policies. Each section is intended to serve as a resource, but of course our team will be here to guide you throughout every step of the process. If you have any questions, please feel comfortable approaching any of our leaders, including me.

Once again, welcome to the Tender Touch team. We look forward to a long and successful relationship as we continue to build an amazing business together!

Sincerely,



Kyle Bohannon
CEO

ABOUT OUR COMPANY

Tender Touch Rehab Services was founded in 1993 to create a simplified solution enabling skilled nursing facilities to implement a superior rehab program. The company provides comprehensive rehabilitation management services to sub-acute, long-term care, outpatient, hospital, assisted living and school settings.

Headquartered in New Jersey, Tender Touch provides comprehensive rehabilitation management services throughout the following geographic regions: New York, New Jersey, Pennsylvania, Maryland, Connecticut, Delaware, Virginia, Washington D.C. and California. For more information, please visit <http://www.tendertouch.com>.

MISSION STATEMENT

Tender Touch is dedicated to providing the highest quality of Physical, Occupational, and Speech Therapy services. Our goal is to promote clinical excellence through on-site education, clinical program development, regulatory compliance, and comprehensive rehabilitation management. Our team of experts ensures that both facilities and clinicians have all of the resources necessary to meet the ever-changing challenges of the rehab industry, while still maintaining a “tender touch” in customer service and patient care.

At-Will Employment

The Company is an at-will employer. Thus, unless you have a written employment agreement signed by duly authorized Company officer, your employment will be at-will. As an at-will employee, either you or the Company can terminate the employment relationship at any time, with or without cause.

Equal Employment Opportunity Statement

The Company provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender (including gender nonconformity, status as a transgender or transsexual

individual, and gender identity or expression), sexual and reproductive health decisions, age, physical or mental disability, citizenship, military status (including past, current, or prospective service in the uniformed services), genetic information, predisposing genetic characteristics, marital status, partnership status, sexual orientation, caregiver status, or any other status or condition protected by applicable law. Tender Touch complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities. This policy applies to all terms and conditions of employment including; hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

EMPLOYEE HANDBOOK

This Handbook addresses the basic employment policies of the Company and supersedes all previous handbooks and written or implied policies.

Occasionally, it may become necessary to modify, update, replace or even terminate the policies outlined in this Handbook, and the Company reserves the right to make changes at any time at its discretion. Generally, you will be informed about any changes, but changes can also be made without notice. The language contained in this Handbook does not and is not intended to create any contractual rights or obligations – it is not a contractual agreement – and is provided for informational purposes only.

This Handbook applies to all employees of the Company, unless otherwise stated. Employees should also consult with their applicable state addendum for additional policies specific to the state in which they work. At all times, the Company remains solely responsible for the interpretation of the provisions in this Handbook and their applications. If you have any questions, please do not hesitate to contact your supervisor or Human Resources.

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Individuals with Disabilities (#10.37)

Purpose

The Company complies with the Americans with Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The Company also provides reasonable accommodation for such individuals in accordance with these laws. Tender Touch will not discriminate against any qualified individual who can perform their essential job functions with or without reasonable accommodation(s) for employment.

Policy

Tender Touch will employ qualified individuals who can perform their essential job function(s) with or without reasonable accommodations unless that person poses a direct threat of harm to the health and safety of himself/herself and/or others.

Procedure

1. All qualified applicants including those with a disability will be considered for employment and all hiring policies and procedures, compensation, advancement, training, etc. will be consistent for all applicants and employees.
2. Employees who believe they need reasonable accommodations to perform essential job functions should make a written request to Tender Touch Administration. Human Resources will review the request and discuss such with the candidate/employee. They will discuss the precise limitations resulting from the disability and the potential accommodation(s) that the Company might make to help overcome those limitations. Employees requesting reasonable accommodations due to a disability may be required to provide documentation from a medical provider of the employee's workplace limitations.
3. This policy excludes candidates who are currently engaging in illegal drug or alcohol use in the workplace.

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Hiring (#10.01)

Purpose

To ensure all new hires are qualified for employment.

Policy

All professional applicants will have interviews, reference checks, applicable license validation, background checks and medical examinations prior to beginning employment. All hiring practices will be in accordance with state/federal guidelines.

Procedure

1. The Recruiting Dept. will prescreen all candidates by phone or in person to verify that they meet the minimum qualifications for the job position.
2. A copy of all applicable certifications, diplomas, registrations and/or license(s) are submitted to Human Resources and verified as valid and current to meet all federal and state regulations.

3. The Regional Manager or Rehab Supervisor will conduct a phone interview and/or onsite interview with appropriate candidates.
4. Human Resources will check a minimum of two appropriate references, perform an OIG background check, license verification, criminal background check, and other document checks as indicated and/or mandated by State guidelines. All checks shall be performed in accordance with applicable law.
5. If the candidate is appropriate, an offer is made by the Recruiting Department.
6. Clinical staff requires a health examination, negative PPD or chest x-ray, and Hepatitis B and other vaccinations or declination statements as per State guidelines upon employment.
7. Therapy staff must possess malpractice insurance and Workers' Compensation, either personally or through Tender Touch.
8. All employees must complete an I-9 form upon employment in accordance with federal guidelines.
9. Therapists will attend an orientation. All staff will participate in a rehab department orientation TRACKS as well as a facility orientation as indicated.
10. An orientation check list is completed and maintained in the employee's personnel file.

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Personnel Records (#10.04)

Purpose

All rehabilitation staff of Tender Touch will have a completed personnel record as mandated by federal, state and accrediting agencies.

Policy

All staff will have all necessary forms and documents in their personnel record for review by federal, state and accrediting agencies. It is the responsibility of the Human Resources Department and the staff member to ensure that all information is current and updated as necessary or indicated.

Procedure

1. All documents shall be electronically stored as per HIPAA guidelines in HR software program.
2. All records kept electronically will be audited by Human Resources on an ongoing basis to monitor compliance.
3. All personnel records are the property of the Company. Employees may be permitted to review their files, but only to the extent permitted by the Company or required by applicable law.

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Therapist Credentialing (#10.02)

Purpose

To ensure that all therapists are credentialed according to state regulations and to ensure that all therapists possess the necessary education, training and continuing education as required by state and/or federal government and accrediting agencies.

Policy

Tender Touch will maintain a copy of all therapist's current licenses on file (discipline specific) as required by the state. An additional copy of the therapists' license is posted (unaltered) in the facility.

Procedure

1. Prior to employment, each therapist's license is verified by Human Resources as current and valid with the State Board. All license information will be entered into the Human Resources Software with expiration date.
2. A copy of each therapist's current license will be kept in the corporate office.
3. An original copy of each therapist's current state license (unaltered) will also be kept in the Therapy Department at the facility.
4. Each therapist will maintain his/her own record of continuing education credits, discipline or specialty certification and/or professional organization membership as indicated and mandated.
5. The Compliance Officer will be alerted to any issue or non-compliance.
6. Each therapist is responsible to keep their license current and in good standing and should report any status change to a Human Resource representative immediately.
7. A therapist may not practice without a valid and current license. Upon expiration of licensure the computer software will not allow for billing of patient treatments.

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Medical Requirements (#10.03)

Purpose

As permitted or required by law or regulation, to ensure that all staff who come into contact with patients are in good physical health and are safe to work in a health care environment.

Policy

All clinical staff must receive a health examination performed by a physician prior to the first day of or upon employment and/or as state mandated. The Health Examination must include a two-step PPD screening, unless contraindicated as described below, and Hepatitis B vaccinations or declination statement. In addition, PPD screening will be performed annually for all clinical staff. Facility (client) requirements for medical requirements, if more stringent, will supersede those of Tender Touch.

Procedure

1. A pre-employment physical is expected for all staff who come into contact with patients. A standardized health examination form is provided to employees to be completed by a physician.
2. Staff who have signs or symptoms of a communicable disease shall not be permitted to perform functions that expose residents or staff to risk of transmission of the disease. If a communicable disease prevents the employee from working, a physician's statement approving the employee's return to work must be submitted to Human Resources.
3. If a facility requests employee health information, then only the minimum necessary will be provided to accomplish the purpose requested and in accordance with HIPPA regulations, consent from the employee will be obtained prior to hire. The facility must assure that these records will be physically and electronically safeguarded as per HIPAA guidelines.
4. PPD Screenings

- a. Tender Touch will make PPD screenings available to employees as indicated and necessary.
- b. New hires:
 1. Upon employment, all new staff who will have patient contact must receive or have proof of receipt of a two-step Mantoux skin test or TB Blood Test. 2nd step to be read as indicated by CDC guidelines; between 1-3 weeks apart.
 2. Exceptions include:
 - a. staff with documented negative two-step Mantoux skin test results within the last year (zero to nine mm of induration)
 - b. staff with a documented positive Mantoux skin test result (10 mm or more of induration)
 - c. staff who have received appropriate medical treatment for Tuberculosis
 - d. when medically contraindicated
 - e. Chest x-rays are required for new staff with a positive PPD who do not have documentation of a negative chest x-ray within the last 3 years.
 - f. Subsequently, all staff who have patient contact must complete a symptom questionnaire annually.
 - g. If the first step of the TB test results is less than 10 mm, the second step shall be administered one to three weeks later.
 - h. If a staff member's Mantoux skin test is significantly positive (10 mm or more of induration) staff must be followed up by a physician and, if necessary, a chest x-ray performed and/or chemoprophylaxis or therapy.
 - i. Staff members with a positive PPD and negative chest x-ray are not required to have annual chest x-rays as per the CDC, unless they display signs or symptoms compatible with Tuberculosis.
 - j. Any staff member with positive x-ray results shall be referred to a physician. If active TB is suspected or diagnosed, the staff member shall be excluded from work until the physician provides written medical clearance to return.
5. Inoculations may be state recommended or mandated.
6. Hepatitis B vaccinations are available to all employees. If a staff member declines vaccination, a declination statement must be signed and filed in their personnel record.
7. Employees will forward a copy of all applicable medical information to the Human Resources Dept. prior to employment and an annual PPD thereafter.
8. A copy of essential medical information will be maintained separately and kept confidential by Human Resources in the Tender Touch Corporate Office and in accordance with HIPAA guidelines.
9. Employees may undergo drug testing as mandated or indicated by State regulations/facility. The employee may not use alcohol or use or sell any unlawful controlled substance while performing services or anytime while working for Tender Touch or use such unlawful substance or alcohol prior to the performance of Service wherein the sole judgment of the Company, if such use or sale interferes with his/her performance of the Services or work performance or with the Company's best interests.
10. Tender Touch reserves the right to request any additional medical testing as requested by state/facility.

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Dress Code (#10.05)

Purpose

Tender Touch's dress code ensures that all staff presents a professional, neat and clean appearance to promote patient confidence and continued customer satisfaction.

Policy

All staff will adhere to this dress code unless otherwise directed by the facility to dress in a specific manner for an event, holiday or for facility "dress down days."

Procedure

1. All clinical staff is expected to wear a white lab coat over street clothes or scrubs at all times when in the facility. Lab coat and scrubs are to be laundered as per infection control recommendations. Staff is expected to adhere to facility dress code if different than Tender Touch (i.e. scrubs, embroidered shirts).
2. All staff is expected to wear a nametag at all times while in the facility. All name tags will be compliant with state regulations. Name tags will be provided promptly by the Human Resources Department.
3. Jeans, yoga pants, gym clothes, hoodies, shorts and tank tops should not be worn unless directed by the facility for a specific event.
4. Open shoes are discouraged due to infection control policies.
5. High-heeled shoes and excessively long nails are discouraged for staff and resident safety during treatment.
6. Aside from accommodation for sincerely held religious beliefs, dress code requirements prohibit employees from displaying tattoos and body piercing that are not consistent with the organization's image, mission and values.
7. Staff will present a neat, clean and professional appearance at all times.
8. All corporate, management and office staff will dress in appropriate business attire at all times.
9. All agency and per diem staff will adhere to Tender Touch or facility dress policy. Name tags will be provided by the agency/contractor.

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Health Benefits (#10.19)

Purpose

Health benefits are offered to full time Tender Touch employees.

Policy

Personal health benefits are offered to full time employees. Additional family health benefits may be purchased at a cost to the employee which is deducted from the paycheck. Employees may be eligible to participate in any present or future employee benefit programs established by the Company for its employees generally or for all employees at their organizational level, subject to the Company's right to modify or terminate such benefit plans or programs at any time in its sole discretion and subject to the eligibility requirements and rules of each such plan or program. Details of these benefit plans and programs (including eligibility requirements) are described in summary plan description booklets (SPDs) and other documents, which employees are provided once they are eligible to participate in these plans. Complete details of our plans are contained in official plan documents, such as insurance contracts and master plan documents, which solely

govern the terms of such plans. Below is only a general description of the benefits currently offered by Tender Touch.

For more information regarding the employee benefits program, please contact our Human Resources Department.

Procedure

1. Health benefits currently commence on the 1st of the month after one month of continuous employment.
2. To elect or waive health benefits, employees must log onto the benefits enrollment website. There is a one (1) month window to enroll that begins one month before the effective date on the 1st of the month and ends on the last day of the month.
3. Employees that wish to waive health benefits, must still log on to the benefits website and elect to waive health benefits.
4. If an employee waives health insurance, the next time an employee may reapply will be at yearly open enrollment or in the case of a life event.
5. Any change or life event (i.e. marriage, loss of coverage in family benefits, newborn, divorce etc.) must be reported to the Benefits Department immediately, but no more than 30 days beyond the life event date, along with verification of the life event.
6. When an employee resigns/terminates or becomes ineligible for health insurance, the coverage ends at 12:00 midnight on the day of termination (and not the end of the month) as per arrangement with the carrier.

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Staff Work Hours (#10.08)

Definitions

Full Time – Average of 30 or more hours per week

Part Time – Pre-determined scheduled hours (up to 30 hours per week)

Per Diem – On call or on an as needed basis (PRN)

The regular workweek is defined as working up to 40 hours a week, up to 7 days, from Sunday through Saturday. This does not include a daily lunch break. Please refer to the meal period policy in this Handbook and/or your state addendum for more information about lunch breaks. The employee's specific schedule of hours will be established by a Regional Manager, the facility needs, and/or the Human Resources Dept.

Purpose

To ensure consistency of work hours.

Policy

Tender Touch expects all employees to adhere to their designated work schedule. Any changes to an employee's regular work schedule must be approved by the Regional Manager.

Procedure

1. Upon hire an employee's work hours will be established by the Regional Manager in conjunction with the facility supervisor.
2. The regular work week is defined as working up to 40 hours per week from Sunday through Saturday. This does not include a lunch period.

3. Employees may not work more than 40 hours in any given week (measured from Sunday at 12:00am through Saturday at 11:59pm) without prior approval from the Regional Manager. Unapproved overtime may result in disciplinary action.
4. Overtime is only paid to non-exempt employees. For the purpose of overtime compensation, overtime pay is based only on actual hours worked within a workweek. Hours worked do not include breaks lasting more than twenty minutes (including lunch breaks), PTO days, personal days, holidays or any leave of absence. Time attending meetings, training, traveling between states on the same day, or lectures required by the Company will be considered hours of work and compensated accordingly.
5. Flexing of hours or change of scheduled hours must also be pre-approved by the Regional Manager.
6. All employees must clock in and out on the computer daily and reconcile their time at the end of the day.
7. Tender Touch does not designate official paid rest periods except where required by law. Consult your state addendum to determine if you are eligible for rest breaks.
8. Lunch/Mealtimes are in accordance with Tender Touch Policy and State regulations.
9. Employees' work hours may be subject to change as per Regional Manager's request based on facility or resident needs.

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Time Clock (#10.06)

Purpose

To establish uniformity in accounting for hours worked and ensure accuracy of payroll.

Policy

All Tender Touch staff will use the computer system to track their work hours. Hours will be paid according to the hours clocked in.

Procedure

1. All Tender Touch staff will use the computer system to track their work hours.
2. Staff will be assigned a user ID and badge number.
3. Both numbers are to remain confidential, for staff protection, as they will be used to access the system. Employees are prohibited from sharing this information with their co-workers.
4. Staff must clock in immediately when they report to work and immediately before they leave. All punches must be signed and validated.
5. Staff must appropriately log lunch in the system or when leaving the facility at any time.
6. When a staff member travels between facilities, they must clock in and out at each facility and input the travel time and location in order to be paid for travel time.
7. Clocking in and/or out for others or asking others to clock in/out for you is strictly prohibited, and a violation of Tender Touch policy.
8. Clocking in/out may only be made from a Tender Touch worksite on a facility computer.
9. When taking any days off, enter time off in the computer system.
10. An employee may be subject to disciplinary action up to and including termination for excessive missed punches or errors.
11. All punches must be signed by employee and validated by supervisor in the computer. Only validated hours will be used for payroll. Any errors will be corrected as soon as feasible.

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Productivity (#10.07)

Purpose

Productivity standards are used as a barometer to measure appropriate staffing, assess time management and efficiency, account for paid labor time, and measure direct/indirect treatment time. Productivity standards help the company analyze facility and departmental programming and training needs.

Policy

Tender Touch measures productivity through daily, weekly and monthly statistics on the computerized system. Each supervisor, therapist, and department has a productivity expectation, set by the Regional Manager in conjunction with the supervisor and staff.

Procedure

1. Tender Touch reserves the right to establish productivity standards as deemed necessary as the employer, subject to applicable law.
2. The Regional Manager will establish productivity standards for each therapist, lead therapist and supervisor in a facility. These expectations may vary due to responsibilities.
3. All therapists are expected to meet productivity standards as established by the Regional Manager and/or company.
4. The Rehab Supervisor will check productivity of all staff members daily/weekly to ensure compliance with standards.
5. Any variations in productivity should be reported to the Regional Manager as soon as possible.
6. A therapist who consistently does not meet productivity requirements may be subject to disciplinary action up to and including termination.

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Call Out (#10.16)

Purpose

To ensure adequate patient coverage in the event of an employee's absence.

Policy

All employees are expected to call in promptly if they are unable to come to work. All employees are expected to provide adequate patient information for patient coverage.

Procedure

1. Employees who are calling out must call or text the Rehab Supervisor by 7 a.m.
2. Every attempt will be made by the rehab department to cover their own patient caseload or contact neighboring (sister) facilities.
3. If additional staffing is required, the supervisor or their Regional Manager will email staffingrequest@tendertouch.com. If coverage is approved, the Regional Manager will email staffingrequest@tendertouch.com about the approved request and the staffing department will confirm coverage.
4. The Rehab Supervisor will notify the facility re: the therapist's absence and coverage arranged if requested.
5. Illnesses lasting longer than 3 days require a release from a physician before returning to work.

6. For all sick days/call outs staff must enter the paid time off into the computer system to ensure accuracy. If the employee has no available paid time off, the day will be unpaid.
7. If an employee does not call out and does not report for work for 3 consecutive working days, Tender Touch will assume job abandonment and reserves the right to consider it a resignation and/or terminate the employee.
8. Subject to applicable law, calling out for 3 separate occasions in a 3 month period may be considered excessive, and may be subject to disciplinary procedures up to or including termination.

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Coverage (#10.17)

Purpose

To ensure adequate patient coverage when a therapist has a scheduled or unscheduled absence.

Policy

All employees are expected to give proper notification when they do not come to work. All employees are expected to provide adequate patient information for patient coverage in the event of therapist illness or planned vacation/personal day. The rehab department will make every effort to cover patients during a colleague's absence.

Procedure

1. Employees who are calling out must contact the Rehab Supervisor by 7:00 am to report the call out and indicate coverage needs and specific patient treatment plans.
2. The therapist must be up to date on all patient documentation prior to the time off, as updated medical information is essential in providing quality of care.
3. Covering therapists are expected to complete chart reviews and all necessary patient documentation during the time they were providing patient coverage.
4. It is the responsibility of the rehab supervisor to ensure all treatment documentation is completed properly by covering therapists.

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Emergency Snow Day (#10.18)

Purpose

To ensure proper patient coverage during emergency snow days or inclement weather.

Policy

In the event of an emergency snow day or inclement weather, the employee will the Rehab Supervisor if they are unable to work. Any coverage needs will be reviewed with the Regional Manager. The Regional Manager will contact the Staffing Department regarding the finalized coverage needs. A "Snow Day" is considered a PTO day.

Procedure

1. Employees will contact the Rehab Supervisor by 7:00 a.m. to inform him/her of their inability to come to work.
2. The Rehab Supervisor is the central person to whom any call outs should be reported.
3. The Rehab Supervisor will discuss coverage needs with the therapists by reviewing patient caseload, possible weekend coverage.

4. Once all coverage information is organized, the Rehab Supervisor will contact the Regional Manager.
5. The Regional Manager will gather this information from all of his/her facilities and email the Staffing Department by 8 am, or as is feasible, with one list of all coverage needs.
6. Staffing will arrange the coverage as is feasible and will report the status of the coverage provision to the Regional Manager and Rehab Supervisor.
7. In the event of severe weather (hurricane, blizzard) therapists will follow State guidelines in cases of State road closures for essential personnel only.
8. Therapists may elect to assist the facility by staying over with impending severe weather. Tender Touch does not mandate sleeping overnight at facilities.
9. Therapists offering rides or accepting rides to work in inclement weather do so at their own risk.

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Time Off Request (#10.12)

Purpose

The Time Off Request System establishes a standardized format in which to request time off. The policy ensures eligible employees' entitlement to time off while providing adequate coverage for patient care in an employee's absence.

Policy

Staff must follow the Time Off Request System when requesting time off. Staff is required to pro-actively request time off on a monthly basis thus ensuring adequate coverage for resident treatment and consistency in provision of services. Time off does not commence before 2 months of employment.

Procedure

1. Except due to unforeseeable circumstances and subject to applicable law, time off requests are required for any day off from work including holidays, birthday, paid time off and any leave of absence.
2. The Rehab Supervisor will fill in all requests on the Request for Coverage form and submit it to the Regional Manager.
3. The Rehab Supervisor is responsible to deny all requests that do not strictly adhere to policy and will submit only those requests that demonstrate compliance to policy. Any request that does not comply with policy will not be accepted and will be considered not received.
4. Rehab Supervisors are the gate keepers and will adhere to the following policies when reviewing PTO requests and will deny requests based on the following:
 - a) Therapists in the same facility may not take time off at the same time or overlap time off. Exceptions may be made for therapists in the same facility in different disciplines with 10 or more therapists.
 - b) Time off approval will be based on:
 - Seniority
 - Date of last request
 - Time of submission of request
 - Length of request
 - Frequency of requests

- Hours accrued and available at the time of paid time off requested and as verified by the HR department
- c) No more than 2 weeks may be taken for purposes of vacation or personal time at a given time and only time off that is remaining in the employee benefit package may be taken. A Regional Manager may approve a third week off; however, this may only be granted once in a 24 month period as available.
5. Staff may not make plane or hotel reservations prior to final approval by the Regional Manager. Staff that take unapproved time may be subject to disciplinary action up to and including termination at the discretion of Tender Touch management.
 6. The Request for Coverage form must be submitted to the Regional Manager by the 10th for the upcoming month. For example:

January 10th	for February time off
February 10th	for March time off
March 10th	for April time off

7. The Regional Manager will review the staffing needs and inform the staffing department regarding coverage required by the 15th of each month for the upcoming month.
8. The Staffing Department will update coverage in the computer system/calendar.
9. Supervisors will contact the covering therapist on their calendar in advance, to give pertinent information such as computer passwords and how to get into the department.
10. Time off in excess of the standard benefits package, even if unpaid, may result in disciplinary action up to and including termination. Time off in excess of benefit package may also delay performance reviews and/or raises, or push off/change an anniversary date. The same applies to taking unauthorized/unapproved time off.
11. Time off without pay may only be granted where required by law or when an employee volunteers to go home early or take a day off in cases of low caseload and productivity in their worksite and region. This must be prior approved by the Rehab Director and/or Regional Manager.
12. Once a resignation is submitted, time off for vacation or personal days may not be taken, and time off requests for vacation or personal days will not be accepted. Time off requests approved prior to resignation will no longer be honored.

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Paid Time Off (#10.13)

Purpose

Paid time off is a benefit provided to eligible Tender Touch employees and is to be utilized according to Tender Touch policy.

Policy

Full Time eligible employees are entitled to paid time off as per employee contract. Paid time off accrues pro-rata. Payout is based on the employee's rate at the time of payout. Please note that PTO may be used for vacation, personal or sick days, as well as for any Covered Reason outlined in the sick time policy applicable to each jurisdiction. Please consult your individual state addendum for more information about use of PTO for sick time.

Procedure

1. Eligible employees are entitled to begin using their paid time off after 2 months of employment.
2. Hours begin to accrue upon first day of employment and continue to accrue with actual hours worked over the working year.
3. Should an employee resign within the first 2 months of employment all time off benefits are forfeited unless otherwise required by state law.
4. Unless otherwise provided in your individual state addendum, at the end of the employee's work year (anniversary date of hire), a maximum of ten (10) days of unused and accrued time will be carried over to the following work year and any days above 10 will be paid out to the employee. However, employees may request to be paid out for some or all of those PTO hours. Full or partial payment is not permitted except at the anniversary of an employee's date of hire, or when such time is used in accordance with policy.
5. No more than 2 consecutive weeks of PTO may be taken for vacation or personal purposes and only time off that is remaining or available in the employees benefit package can be taken. Three weeks may be taken, if available, with approval of the Regional Manager, but cannot be taken more than once in a 24-month period. Taking more than 3 weeks off at one time may affect the employee's raises, the date of their performance review and/or delay their anniversary date.
6. Time off in excess of the standard benefits package even if unpaid may result in disciplinary action up to and including termination at the discretion of Tender Touch management. Tender Touch does not grant unpaid days off except where required by law, and any absence will be considered a PTO day and paid accordingly if an employee has available paid time off.
7. Accrued, unused PTO days generally will be paid out upon separation, subject to the terms of this paragraph. Except where required by law (please consult your individual state addendum), time off will not be paid out upon separation under the following circumstances:
 - Termination of the employee for cause
 - Employee resignation without observing the required notification period
 - Failure of the employee to complete documentation upon termination/resignation
 - Failure of the employee to return company property upon termination/resignation
 - Working unauthorized overtime
 - Job Abandonment
 - Taking unauthorized, unapproved, and/or excessive time off
8. Once a resignation is submitted, time off requests for vacation and personal days will not be honored, and employees may not take PTO except where required by law.
9. Subject to applicable law, PTO will not accrue during any leave of absence. In addition, subject to applicable law, employees may not take any PTO for vacation or personal purposes during the 2 weeks prior and 2 weeks following scheduled leave.
10. All time off must be entered into the computer system for accurate payroll.

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Paid Sick Leave (Part Time/PRN only in applicable States)

Consult with your individual state addendum for information about paid sick time.

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Employee Lunch/Meal (#10.09)

Purpose

To establish a lunch/meal policy for all Tender Touch staff. Employees should consult their individual state addendum for more information about meal periods.

Policy

It is the policy of Tender Touch to require a minimum of a thirty (30) minute unpaid lunch/meal period for all staff working more than six (6) hours per day. Except where required by law, employees will not be required to take their meal period on the following holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Procedure

1. Tender Touch requires a minimum of a thirty (30) minute unpaid lunch/meal period for all staff working more than six (6) hours.
2. Staff must log their meal period in the computerized time clock system under the “lunch” category. If you leave the building (for any reason) you must punch out and then punch back in when you return. The time spent out of the facility may be counted towards your lunch/meal period.
3. The meal period is mandatory, except on certain holidays listed above and then only when permissible under applicable law. Failure to take a meal period may result in disciplinary action up to or including termination.
4. If an employee leaves the facility, they must clock out for the entire absence from the facility.
5. The meal period must be actual time off. The meal period may not be used at the end of the day as a means of leaving early or at beginning to arrive late.

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Overtime (#10.10)

Purpose

Tender Touch has established a policy to provide guidelines for all non-exempt employees regarding overtime.

Policy

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees’ employment status and benefit eligibility.

Non-exempt employees - Employees who are required to be paid at least minimum wage and overtime for all hours worked at the federal or state mandated wage rate, whichever is higher.

Exempt employees are generally executive, professional, administrative, outside sales, or technical (computer) staff who are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and applicable state wage and hour laws. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor. Exempt employees will generally be paid on a salary basis, which means that these employees will receive their full salary for any week in which they perform any work without regard to the number of days or hours worked. The Company, however, may make deductions from exempt employees’ salaries for full-day absences when such employees do not have remaining paid time off. Any exempt employee who feels that an improper salary deduction has been made should alert the Regional Manager. All complaints will be investigated, improper

deductions will be repaid, and good faith efforts will be made to assure improper deductions do not happen again.

Procedure

1. The Rehab Supervisor will determine the necessity for overtime of any staff member by reviewing productivity and patient and staff schedules as well as availability of additional staff.
2. If overtime is indicated, the Rehab Supervisor will request approval from the Regional Manager. If it is approved, Payroll will be notified.
3. Authorized overtime is strictly defined as overtime approved by a Regional Manager and/or the Corporate Office.
4. If unauthorized overtime is utilized, the employee may be subject to disciplinary action up to and including termination.
5. If an employee believes that a deduction has been made from his/her pay in error or in violation of federal or state law, the employee should immediately notify the Regional Manager. The adjustment will be made as soon as feasible.

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Travel Time (#10.11)

Purpose

Tender Touch has established a travel time policy in accordance with the Department of Labor standards and guidelines.

Policy

Travel time will be counted for employees as time worked subject to the guidelines described below.

Procedure

1. Tender Touch will pay travel time as work hours for employees in the following circumstances:
 - a) Travel time from one Tender Touch worksite to another Tender Touch worksite during working hours
 - b) When traveling from home to a site on a Tender Touch Authorized Special Assignment, Tender Touch will deduct time the employee normally spends commuting to the regular worksite and pay the difference.
 - i. Tender Touch job description requires employees to travel to facilities within a reasonable distance. Tender Touch defines a reasonable distance as traveling to a different facility or site that is within 40 miles of the employee's home as needed. Tender Touch therefore defines "special assignment" as:
 - ii. Traveling to a non-home facility or site that is more than 40 miles from the employee's home. Tender Touch will deduct time the employee normally spends commuting to the regular site(s) and pay the difference.
2. If an employee is eligible for travel pay from home due to a Tender Touch Authorized Special Assignment, the employee must fax a Tender Touch Travel Log to payroll as well as a MapQuest/Google equivalent verification indicating mileage from home to the location. Both items must be submitted to ensure accurate payment of travel time and before reimbursement is initiated.

3. Usual travel time from home to work and work to home is not reimbursable as this is considered ordinary home to work travel.
4. Staff must clock in and out at each facility they have worked and enter travel time and location to ensure accurate payroll.
5. Tender Touch reserves the right to question travel time that seems unreasonable or is in direct conflict with a MapQuest/Google inquiry.

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Continuing Education (#10.20)

Purpose

All full-time therapists are entitled to a yearly continuing education monetary benefit to include enrollment in the Tender Touch On-Line University to be utilized for professional growth and development. Part time employees who work between 10-29 hours and have a signed contract are also entitled to a reduced continuing education monetary benefit. Continuing Education Reimbursement is based on the calendar year.

Policy

Full and part time therapists are entitled to continuing education reimbursement for approved continuing education courses. All therapists who are required by State law to complete mandatory continuing education units will do so and maintain a record of such. Tuition reimbursement and/or licensure fees are not included in this policy.

Procedure

1. The benefit for paid continuing education commences after 2 months of continuous employment. If employee resigns within the first 2 months of employment, this benefit is forfeited.
2. All continuing education courses must be pre-approved by the Regional Manager utilizing the appropriate form (exemption for traveling therapists).
3. Two therapists from the same department may not attend the same course or different courses on the same day without Regional Manager approval. This excludes courses hosted by Tender Touch.
4. Once approved, the therapist is expected to pay all course fees and attend the course before submitting a reimbursement request.
5. After the course, the therapist is required to present the course in an in-service to the staff at their facility.
6. Request for reimbursement is to be submitted to the Payroll Department with the following items included:
 - a) Continuing Education Request Form signed by the Regional Manager
 - b) Course description/Outline
 - c) Original receipt or returned check
 - d) Certificate of Attendance
 - e) CEU certificate if applicable
 - f) In-service form for presentation to staff
7. Only the course fee is reimbursable. The education day is considered a personal day when applicable.
8. A time off request with proper notification is required for any time-off that must be taken for the course (see time off request policy). PTO must be entered into the computer system to ensure accurate payroll.

9. At the end of an employee's work year, any unused continuing education funding will not be paid out nor will it be carried over to the next year.
10. Once a resignation has been submitted, continuing education days and course reimbursement will not be honored nor paid even if prior approval was obtained.
11. Unused continuing education funding is lost upon termination or resignation.
12. It is each therapist's responsibility to determine the number of CEU's required by the state or certification agencies to renew licensure and meet CEU requirements for certification and meet CEU requirements for state licensure.
13. It is the therapist's responsibility to keep a record of all continuing education courses attended and course documentation for mandatory state compliance as per practice acts and State law.
14. Course fees for education seminars hosted by Tender Touch will be deducted from an employee's yearly benefit. If a therapist does not have any CEU balance available, they may attend a course by paying the course fee.
15. All therapists are expected to work for Tender Touch at least 6 months after attending a Tender Touch certification course. If a therapist resigns before 6 months, Tender Touch reserves the right to request course repayment in total upon resignation.
16. Advances in funds for special courses or certification must be preapproved by the Regional Director. Regional Director will issue a waiver to the Payroll Department.

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Performance Evaluations (#10.24)

Purpose

The foundation of the staff performance evaluation is to objectively measure the staff's job performance and establish goals for personnel.

Policy

All full-time employees will be evaluated at the following intervals:

1. Annually or as Tender Touch schedule dictates.
2. At any time at the discretion of the Regional Manager/Rehab Supervisor.

Procedure

1. The Regional Manager or Rehab Supervisor will complete the job specific performance evaluation.
2. In addition, the employee will complete a self-assessment.
3. The evaluation findings will be discussed by the Regional Manager/Rehab Supervisor and employee, elaborating on strengths, weaknesses, recommendations and professional goals for the coming year.
4. A discipline specific competency must be done annually at the time of the performance review.
5. A final copy of the annual performance review and discipline specific competency must be forwarded to Human Resources and will be included in the employee's personnel record at the corporate office.

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Raises (#10.25)

Purpose

Tender Touch will provide and adhere to an objective raise policy for eligible employees.

Policy

Employees of Tender Touch may be eligible for a rate increase as per Tender Touch raise schedule. Raises are based on performance and date of last rate adjustment. Raises are not automatic, nor guaranteed, but are based upon merit and economic conditions of the company and are at the sole discretion of Tender Touch administration and management.

Procedure

1. Full-time and part-time employees may be eligible for a rate increase as per Tender Touch raise schedule.
2. Raises are not automatic nor guaranteed but are based upon performance, date of last raise adjustment, economic conditions of the company, and are at the sole discretion of Tender Touch management.
3. Performance evaluations will be conducted according to the Performance Review Policy and will serve as a foundation for the merit raise.
4. A yearly competency must accompany the performance assessment to qualify for a potential raise in pay.
5. If the employee resigns before a raise is implemented, raise will be forfeited.

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Use of Company Property (#10.40)

Purpose

To encourage respect for Tender Touch's intellectual information, materials, manuals, resources and equipment (defined as company property).

Policy

All employees who utilize company property will do so with respect and confidentiality. Employees are expected to abide by all company rules and regulations when utilizing Tender Touch's property. Any misuse of such may be grounds for disciplinary action or termination. Remuneration to Company by the employee for lost, stolen or broken equipment will be made to Tender Touch as per policy and agreement, subject to applicable law.

Procedure

1. Employees with access to a Tender Touch computer, laptop or similar device will not utilize the internet as it may corrupt company information.
2. Employees may not utilize the computer or company property for personal business.
3. Employees may not copy or take proprietary information as it is considered the intellectual property of Tender Touch. Employees may request permission from Tender Touch's administration and management to utilize property outside their job duties and responsibilities.
4. Upon resignation all company property must be returned to Tender Touch.
5. Employees who utilize Tender Touch electronic equipment are responsible for the care and safety of the device and may be required to pay for a replacement device if the device is lost, stolen, in disrepair or broken.

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Use of Cell Phones (#10.41)

Purpose

To limit use of cell phones, iPods, earphones or other electronic equipment in the facility and clinic areas, to promote resident comfort and safety.

Policy

Employees are not permitted to use cell phones or iPods at any time during patient care and working hours unless utilized for specific business use. Employees should provide family members with the facility's number and extension for the rehab department in case of an emergency. A cell phone is defined as any handheld device with the ability to receive or transmit voice, text or data messages without a cable connection.

Procedure

1. Employees may not use or carry a cell phone, iPod or similar device with them during patient care or working hours unless specifically approved for work use by the facility.
2. iPads, laptops or other electronic equipment used for patient documentations, are issued by the company for company business, may be utilized as per HIPAA guidelines.
3. Employees should shut off their personal cell phones, iPod or similar devices when entering the facility and they should remain off during working hours.
4. No personal calls should be made during working hours.
5. Excessive calls and/or recreational chatter which interferes with quality care or causes a distraction to others may result in disciplinary action up to and including termination.
6. Texting may be utilized as business communication between staff members and business associates as per facility policy and in compliance with HIPAA privacy and electronic regulations. The Regional Manager should be informed regarding any business texting system. The Regional Manager must give approval for utilizing texting before implementation. As texting may cause a distraction to your work or the work of others, please refrain from texting for personal use during work hours.
7. On the last day of a staff member's employment all access to electronic/computer systems will be terminated by Human Resources.

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Discipline (#10.21)

Purpose

Disciplinary action is not mandatory but rather at the discretion of Tender Touch on a case-by-case basis.

Policy

All disciplinary documentation will be kept in the employee's personnel file in Human Resources to ensure confidentiality.

Procedure

1. Discipline will be issued on a case-by-case basis, as Tender Touch management, in its discretion deems necessary.

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Termination (#10.22)

Purpose

The Termination Policy establishes a method of termination.

Policy

The Regional Manager may implement the disciplinary process at his or her discretion prior to terminating an employee. Grounds for immediate termination may exist at the discretion of Tender Touch administration/management.

Tender Touch may terminate any employee immediately, without any notice, upon the occurrence, in the Company's sole determination, of any one or more of the following:

- a) the employee breaches or neglects any of the duties that the employee is required to perform under the terms of their employment, including the employee's performance of the services and responsibilities in an incompetent manner as determined by the Company in its sole and absolute discretion;
- b) the employee provides the services in a manner that fails to fully comply with all applicable federal and state laws, rules and regulations;
- c) the employee fails to fully comply in a timely manner with any of the Company's oral or written rules, including but not limited to Tender Touch Rehab Services, and/or Tender Touch Rehabilitation's and/or Tender Touch Health Care Services, oral or written rules, policies, plans, procedures or express directions, as determined by the Company in its sole and absolute discretion, including those governing the employee's obligations with regard to Documentation;
- d) the employee commits a felony, a misdemeanor involving the property of the Company or any of its Affiliates (as defined below), or a crime of moral turpitude;
- e) the employee uses alcohol or uses or sells any unlawful controlled substance while performing the Services or uses such unlawful substance or alcohol prior to the performance of the Services where, in the sole judgment of the Company, such use or sale interferes with his/her performance of the Services or with the Company's best interests;
- f) the employee commits an act of criminal fraud, material dishonesty or misappropriation relating to or involving the Company or the Company's business;
- g) the employee has committed an act of discrimination or harassment, on any legally protected basis, patient abuse or staff abuse;
- h) the employee engages in the unauthorized disclosure of any of the Confidential Information as determined by the Company in its sole and absolute discretion;
- i) the employee acts in a manner that is materially contrary to the best interests of the Company as determined by the Company in its sole and absolute discretion;
- j) the employee is no longer properly licensed or certified to provide the Services in the State of Practice, as applicable;
- k) in the event the agreement and/or arrangement between the Company and that certain facility where the employee is assigned to provide the Services is terminated;
- l) in the event the facility requests that the employee be removed or terminated from their facility;
- m) falsification of employment or other Company records; or
- n) excessive or patterned absenteeism or tardiness;

Procedure

1. The Regional Manager and/or supervisor will determine whether to terminate an employee.
2. The Regional Manager/supervisor will consult with Human Resources and/or may consult legal counsel prior to terminating an employee.

3. All terminated employees will return their nametag and all company property to the Rehab Supervisor and complete all necessary documentation before exiting the facility.
4. Supervisor/Regional Manager is responsible to complete termination/resignation form immediately upon termination of employee.
5. If the employee owes the company any monies (sign on, tuition reimbursement, or similar) the money will be deducted from the employee's PTO balance, if available. Alternatively, the employee may be required to pay back such monies to the Company.

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Resignation (#10.23)

Purpose

Tender Touch employees who are resigning are expected to offer their resignation exercising professionalism and following this policy in order to ensure adequate patient coverage and a smooth transition of employees.

Policy

Tender Touch expects employees who are resigning will provide a minimum of 30 consecutive days' written notice. The Regional Manager will notify the facility in a timely manner. Failure to comply with the terms of resignation may result in forfeiture of the employee's accrued, but unused PTO days.

Procedure

1. A written letter of resignation must be provided to the Rehab Supervisor and Human Resources Department offering a minimum of 30 consecutive days' notice.
2. The signed resignation letter should include:
 - a. reason for resignation
 - b. last day of employment
3. The Rehab Supervisor will promptly forward the written resignation to the Human Resources Department. Human Resources will notify the Regional Manager of the employee's resignation.
4. The employee is expected to exercise professional behavior and must complete all paperwork and job duties prior to exiting.
5. Prior to the employee's last date of employment, the Regional Manager or Supervisor will ensure that chart audits are conducted on the employee's past and present patient charts to ensure there is no outstanding paperwork.
6. All employees will return nametag and all company property to the Rehab Supervisor.
7. Once a resignation is submitted, additional time off will no longer be granted for vacation or personal time. Unauthorized time off will be considered improper notice and therefore will extend the resignation period.
8. Upon resignation, time off benefits will not be honored or paid even if already approved prior to resignation. Without proper notification the employee will forfeit any accrued but unused PTO.
9. If an employee owes the company any monies (i.e. tuition reimbursement, sign on, etc) the money will be deducted from the employee's PTO balance, if available. Alternatively, the employee may be required to pay back such monies to the Company.

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Sexual and Protected Class Harassment (#10.32)

Description

Sexual Harassment is “unwelcomed sexual advances, requests for sexual favors, and other verbal, graphic or physical conduct of a sexual nature, when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment (2) submission or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual (Quid Pro Quo) or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment (Hostile Environment).” Sexual harassment may include but is not limited to touching, patting, brushing against, photos of sexually oriented material, off color jokes, sexually demeaning remarks or suggestions, overly familiar terms or remarks, offensive gestures or teasing.

Harassment on the basis of any protected characteristic is also strictly prohibited. Under this policy, harassment is unwelcome verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her Protected Characteristics, and that: (i) Has the purpose or effect of creating an intimidating, hostile or offensive environment; (ii) Has the purpose or effect of unreasonably interfering with an individual’s performance; or (iii) Otherwise adversely affects an individual’s economic opportunities.

Although it is not possible to list all examples of conduct that constitute protected class harassment, the following are some examples of conduct which, if unwelcome, may constitute harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Use of derogatory words, phrases, epithets, jokes, slurs or negative stereotyping
- Committing threatening, intimidating or hostile acts towards an individual or group based on a protected class trait
- Sending e-mail or voicemail messages containing derogatory statements regarding a particular ethnic group, race, religion or other legally protected status
- Demonstrations of a racial or ethnic nature such as use of gestures, pictures or drawings which would offend a particular protected individual or group
- Comments about an individual’s skin color or other racial/ethnic characteristics
- Making disparaging remarks about an individual’s gender that are not sexual in nature
- Negative comments about an individual’s religious beliefs (or lack of religious beliefs)
- Expressing negative stereotypes regarding an individual’s birthplace or ancestry
- Negative comments regarding an individual’s age
- Derogatory or intimidating references to an individual’s mental or physical impairment

Please note that while this policy sets forth our goals of promoting a workplace that is free of unlawful harassment, the policy is not designed or intended to limit our authority to discipline or

take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Protected Characteristics include race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender (including gender nonconformity, status as a transgender or transsexual individual, and gender identity or expression), sexual and reproductive health decisions, age, physical or mental disability, citizenship, military status (including past, current, or prospective service in the uniformed services), genetic information, predisposing genetic characteristics, marital status, partnership status, sexual orientation, caregiver status, and any other characteristic protected by applicable federal, state, or local law.

Purpose

Tender Touch strives to create a work environment where all individuals are treated fairly with respect and where personnel decisions are clearly made on the basis of job qualifications and merit. Tender Touch will employ, train, compensate, promote and provide other conditions of employment without discrimination due to race, color, national origin, sex, age, handicap, sexual orientation, veteran status or other classification protected by applicable law.

Any form of harassment as protected by applicable law is discriminatory and unprofessional and will not be tolerated. In keeping with this goal, the Company will not tolerate sexual harassment or harassment of any kind of its employees by anyone, including, but not limited to any supervisor, co-worker, volunteer, vendor, visitor, client or customer. Likewise, the Company strictly prohibits any employee from engaging in sexual harassment or harassment of any kind against an applicant for employment, intern (whether paid or unpaid), independent contractor, subcontractor, vendor, consultant, or any other individual conducting business with the Company (collectively referred to as “third parties”). This policy applies regardless of an individual’s immigration status. Additionally, this policy applies not only while an individual is on Company premises, but also in any setting related to the individual’s employment and/or engagement with the Company (including events and/or travel outside the office).

Policy

Tender Touch will not tolerate, condone or allow any form of harassment. All employees will be educated as to the definition of, and prevention and reporting of sexual harassment in the workplace. No employee will be subject to retaliation for any complaint of harassment. Tender Touch will not tolerate any acts to discriminate on the basis of sex or allow an employee to be subjected to sexual harassment or a hostile environment. Tender Touch will not tolerate harassment whether engaged by fellow employees, supervisors, managers, customers or non-employees who conduct business with us. The company encourages reporting of all incidents regardless of who the offender may be.

Procedure

1. All employees will be oriented to the definition of Sexual Harassment and Protected Class Harassment.
2. All employees will be oriented to Tender Touch’s policy on Sexual and Protected Class Harassment.
3. Employees who believe they have been subjected to harassment will report any incident to their direct supervisor.

4. Supervisors are to report any complaint of Harassment to the Regional Manager and the Director of Human Resources. In the event the supervisor is the alleged harasser, the complaining employee may report directly to the Regional Manager and the Director of Human Resources.
5. The Regional Manager along with the Director of Human Resources are to conduct a full investigation and take immediate action (coaching, verbal or written disciplinary action or termination) with the employee who stands accused of harassment. All investigations will be kept confidential to the extent possible in light of the need to investigate. A written record signed by the employee will be made of any oral report of harassment.
6. Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a harassment or discrimination claim and is prohibited by federal, state, and local law. The law and Tender Touch policy protects any individual who has engaged in "protected activity." Protected activity occurs when a person has: made a complaint of harassment, either internally or with any anti-discrimination agency; participated in an investigation of a harassment complaint; testified or assisted in a proceeding involving harassment under applicable law; opposed unlawful harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment; reported that another employee has been harassed; or encouraged a fellow employee to report harassment. Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, this retaliation provision is not intended to protect persons making intentionally false charges of harassment. Retaliation against any employee for reporting discrimination or harassment or for participating in an investigation of a claim of discrimination or harassment is a serious violation of this policy and will result in the violator being subject to disciplinary action, up to and including termination of employment. Further, retaliating against third parties who have complained about sexual harassment or cooperated in an investigation of a sexual harassment complaint is strictly prohibited under this policy.
7. A copy of all employee documentation will be kept in the employee's personnel file in the regional office.
8. Tender Touch encourages a prompt reporting of complaints so that prompt and appropriate action may be taken.
9. Investigating the complaint:
 - a. Any allegation brought to the attention of Tender Touch will be investigated promptly in as confidential a manner as possible to protect the privacy of persons involved.
 - b. Confidentiality will be maintained throughout the investigation process to the extent practical and appropriate.
 - c. In pursuing the investigation, the Regional Manager and the Director of Human Resources will try to take the wishes of the complainant under consideration but the need to completely investigate all allegations will be of paramount concern.
 - d. All employees of the Company are required to cooperate in any investigation conducted by the Company concerning complaints or allegations related to this policy. Refusal to cooperate may result in disciplinary action.
10. Resolving the complaint:
 - a. Upon completing the investigation, Tender Touch may communicate a summary of its findings and intended actions to the complainant and alleged harasser.
 - b. If the investigator finds that harassment occurred, the harasser will be subject to appropriate disciplinary action. This may include up to and including termination of

employment. Additional action may include referral to counseling, withholding a promotion, reassignment, temporary suspension without pay, financial penalties, demotion or termination.

- c. If the Regional Manager and Director of Human Resources determine that no harassment has occurred, this finding will be communicated to the complainant.
11. If an investigation results in finding a False Accusation, and that the complainant falsely accused another of sexual harassment knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, including the possibility of termination.
12. If either party directly involved in a harassment investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit his/her written comments in a timely manner to the Compliance Officer. The Compliance Officer shall constitute the final decision of the company.

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Workers Compensation (#10.29)

Purpose

An employee or their dependents can receive workers' compensation for an injury or death arising out of or in the course of employment. Tender Touch is insured for Workers' Compensation that pays for necessary and reasonable medical costs, loss of wages (when applicable and/or required by law) during a period of rehabilitation and when indicated for permanent disability, in accordance with the terms and conditions of the policy and law.

Policy

All employees are to follow this policy/procedure for all illness/injuries for claims and injuries arising out of the course of employment. Workers' Compensation benefits will be governed by applicable state law.

Procedure

1. If an employee is injured on the job he/she must report the injury to their supervisor immediately. This is regardless of whether any medical attention is necessary.
2. If an employee is in immediate need of medical attention, the Rehab Supervisor should direct them to an ER immediately. The Rehab Supervisor should then inform the Benefits Department as to the employee's medical status at benefits@tendertouch.com.
3. An incident report or first report of injury should be filled out as soon as possible by the Supervisor (and/or injured employee if possible) and forwarded to the Benefits Department. The form can be faxed to (732) 367-6247.
4. If the employee requires continued care, the assigned Claims Adjuster will refer the employee to a physician who is approved by the company carrier.
5. If an employee is out of work, they must report their status to the Benefits Department weekly.
6. To the extent permitted by law, when an employee goes out on Workers' Compensation leave, their annual review will be delayed based on the number of days they are out, and that date will then become the new anniversary date. Any other contract-related matter that is associated with an anniversary date will similarly be delayed by the number of days that an employee is out, subject to applicable law.
7. Paid time off will not accrue during Workers' Compensation leave.

8. As permitted by law, an employer's Workers' Compensation leave time will run concurrently with that employee's permitted leave under the FMLA, provided the reason for Workers' Compensation leave is also a qualifying reason for FMLA leave.
9. Any job-related death will be reported to OSHA within 8 hours of employee expiration. Any work-related amputation, limb loss or loss of an eye will be reported to OSHA within 24 hours (1-800-321-OSHA).

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Disability (#10.30)

Purpose

An employee who is out on disability may be eligible for disability insurance as provided by applicable state law.

Policy

Employees who are eligible for temporary disability benefits available from the state will need to complete the appropriate claim form to ensure payment.

Procedure

1. Applicable employees who go out on disability leave should contact the Benefits Department at least 30 days prior to the disability date, or as soon as medically possible, for notification purposes and to request a disability claim form, if applicable.
2. The claim form must be completed by the employee and the employee's physician and returned to the Benefits Department within 30 days of the start of the disability for final completion as soon as possible.
3. Tender Touch will submit the completed form to the appropriate agency.
4. Paid time off will not accrue during disability leave.
5. When disability leave is granted, Tender Touch, to the extent permitted by law, will require employees to substitute any accrued but unused paid time off and/or any other Tender Touch family or medical leave plans for the unpaid disability leave, provided the employee and/or reason for leave qualify under those plans. Upon beginning leave, all accrued but unused PTO will be paid out according to policy. This may affect disability benefits.
6. When an employee goes out on disability, this may delay the employee's next raise or be cause for a pro-rated raise depending on the length of absence. Any other contract-related matter that is associated with an employee's anniversary date will similarly be delayed by the number of days that the employee is out.

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Personal Leave of Absence (#10.39)

Purpose

Employees may request a Personal Leave of Absence, which is not federally mandated by FMLA.

Policy

Tender Touch does not honor personal leaves of absence or unpaid days off. A personal leave may be granted at the discretion of Tender Touch management under extreme circumstances, and providing that the staffing is appropriate to meet patient needs in the facility. Tender Touch cannot promise to rehire/reinstate an employee after a leave of absence.

Procedure

1. Tender Touch does not offer a benefit for a leave of absence or for unpaid days off.
2. If an employee requests a leave, Tender Touch will consider the request based on circumstances/reason for the request.
3. Tender Touch may approve or deny a request.
4. If approved, there is still no job protection or automatic approval for job restoration.
5. If approved, the employee will be responsible to pay the full premium for all benefits.
6. If approved, the employee will call in weekly to report status. Tender Touch will indicate if the position has been filled, or if there is another position available.
7. An employee cannot take a leave without approval or he/she will be considered to have abandoned the position and will be terminated.
8. All accrued but unused PTO will be paid out according to policy and in adherence to applicable state law.
9. Paid time off will not accrue during unpaid leave. In addition, employees may not take Paid Time Off during the two weeks preceding or following approved leave.
10. A personal leave of absence may influence/change the staff member's eligibility for a review, an increase in pay and benefits and/or may be offered a pro-rated raise. An unauthorized personal leave may deem the staff member ineligible for any raise or increase in benefits whatsoever. Any other contract-related matter that is associated with an employee's anniversary date will be delayed by the number of days that the employee is out. The above will be in compliance with applicable state laws.

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Family Medical Leave Act (FMLA) (#10.34)

Tender Touch will provide Family and Medical Leave to its eligible employees in accordance with the federal Family and Medical Leave Act of 1993 ("FMLA"). The Company posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by applicable law.

If you have any questions, concerns, or disputes with this policy, you must contact Human Resources in writing.

General Provisions

Under this policy, the Company will grant up to 12 weeks of unpaid leave (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during any rolling 12-month period to eligible employees for covered family or medical leave (as described further below).

Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the Company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods

of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2) The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

3) The employee must be employed at a worksite where the Company employs at least 50 employees within 75 miles of that worksite.

Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

Family Leave

- the birth of an employee's child and in order to care for such child.
- the adoption of a child by an employee or the placement of a foster child in an employee's home.
- in order to care for an employee's spouse, child or parent who has a serious health condition.
- because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of an employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces ("Qualifying Exigency Leave").
- to care for a Covered Servicemember with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin of the employee ("Military Caregiver Leave").

Medical Leave

- for the employee's own serious health condition that makes you unable to perform the functions of your job.

Definitions

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age, or over 18 years of age and incapable of self-care because of a mental or physical disability. "Parent" means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. It does not include in-laws.

A "serious health condition" generally means an illness, injury, impairment or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. For a more specific definition, consult the applicable FMLA regulations.

"Covered Service Member" means a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or

Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list.

“Qualifying exigency,” “active duty,” “serious injury or illness,” and any other term not defined in this policy shall be defined in accordance with the applicable FMLA regulations.

Entitlement

Under the FMLA, you are entitled to up to twelve (12) weeks of family and medical leave, in total (26 weeks for Military Caregiver Leave), in any rolling 12-month period measured forward. Because the total leave time is limited, you should coordinate your family and medical leave time if you plan to take both types of leave in the same 12-month period. Any employee who is eligible for and takes any period of family and medical leave will have that leave designated as family and medical leave and counted against his or her total leave allotment. An employee's entitlement to family leave for birth of a child, adoption or placement of a foster child expires at the end of the 12-month period beginning on the date of the birth, adoption or placement.

If spouses both work for the Company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If spouses both work for the Company and each wishes to take leave to care for a covered injured or ill servicemember, the spouses may only take a combined total of 26 weeks of leave.

Use of Paid and Unpaid Leave

For any type of family or medical leave, if you have any accrued but unused PTO or sick days when you begin your unpaid leave, you must substitute all of this paid time-off for all or part of your unpaid leave of absence. However, the unpaid leave (both medical and family leave) and the paid time-off (salary continuation, vacation, sick and personal days, and other paid leave time) used during the leave of absence, in total, still may not exceed the maximum twelve weeks (26 weeks for Military Caregiver Leave) in the 12-month period.

Employee Status and Benefits During Leave

While an employee is on protected leave, the Company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Company will require the employee to reimburse the Company the amount it paid for the employee's health insurance premium during the leave period.

Under current Company policy, the employee pays a portion of the health care premium. While on paid leave, the Company will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Human Resources Department by the 1st day of each month. If the payment is more than 30 days late, the employee's health

care coverage may be dropped for the duration of the leave. The Company will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the Company will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the Company may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the Company maintains coverage, Tender Touch may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

Procedure for Requesting FMLA Leave

All employees requesting a family or medical leave must provide written notice of the need for the leave to the HR Department. Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with the DOL Notice of Eligibility and Rights & Responsibilities.

Eligibility and Rights

When the need for the leave is foreseeable, the employee must provide the Company with at least 30 days' notice. When an employee becomes aware of a need for leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must provide notice as soon as is practicable. It generally should be practicable for an employee to provide notice of unforeseeable leave within the time prescribed by the usual and customary notice requirements applicable to such type of leave. Your notice must explain the reasons for the leave in sufficient detail so as to allow the Company to determine whether the leave actually qualifies as FMLA leave.

Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

Intermittent Leave or a Reduced Work Schedule

A medical leave or a family leave may be available on an intermittent or reduced schedule basis if you or your family member is receiving treatment for a serious health condition and it is medically necessary for you to take the time off on this basis. The Company will require certification from the health care provider for the need for you to take time off on this basis, including that such leave is medically necessary, the expected duration and schedule of such leave, and (if applicable) that the leave is necessary to care for the ill family member or will assist in the family member's recovery. If you do not supply the Company with the certification at the time you make the request for the leave, or within 15 days of the request, your leave will be denied until you provide the proper certification. If the leave is foreseeable based on medical treatments, you are required, if reasonably possible, to schedule the treatments so as not to disrupt unduly the operations of your department. The Company may, at its option, temporarily transfer you to an available alternative position with equivalent pay and benefits if you request intermittent leave or a reduced work schedule and the need for leave is foreseeable based on planned medical treatment, provided you are qualified for that alternate position and it better

accommodates recurring periods of leave than your regular position. Intermittent leave is not available under the FMLA for leave taken for the birth or adoption of a child, or placement of a foster child.

Certification

At the time you request leave, you will be asked to provide a certification from your, or your family member's, health care provider on a form provided by the Company. If you do not supply the Company with the completed and signed certification at the time you make the request for the leave, or within 15 days of the request, your leave request will be denied until you provide the proper certification. You may also be asked, during your family leave of absence, to have the treating health care provider provide re-certification of the continued necessity of your leave.

For purposes of confirmation of family relationship or confirmation of the adoption of a child or placement of a foster child, the Company may require you to provide reasonable documentation or statement of family relationship. Employees taking Qualifying Exigency Leave must complete and submit the form that is given to them by the Company.

The Company may require an examination by a health care provider of the Company's choosing to confirm the necessity for the leave, as well as its duration.

Intent to Return to Work From FMLA Leave

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

Reinstatement

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider upon his or her return to work. This requirement will be included in the Company's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. Employees should note that you have no greater right to reinstatement or to other benefits and conditions of employment than if you had not taken the leave (e.g., if due to economic conditions you would have lost your job regardless of whether or not you went on leave, you will not be entitled to reinstatement). The Company also reserves the right to deny reinstatement to "key" employees, as permitted under applicable law. Employees will be notified at the time of their leave if they are key employees. If you are not well enough to work after exhausting the entire allowable medical leave, you may be eligible to take an unpaid personal leave of absence. In such a case, your leave will become a personal leave of absence not covered by the Family and Medical Leave Act and you will not be entitled to any rights and benefits under this policy.

If you fail to return to work after an approved family or medical leave and are not authorized to take any additional leave time, then your position at the Company will be considered abandoned. This will be treated as a voluntary termination of employment on your part.

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Break Time for Nursing Mothers (#10.15)

Purpose

In keeping with the Fair Labor Standards Act and applicable state and local law in support of the health and well-being of our nursing employees, Tender Touch has developed a policy to accommodate nursing mothers with reasonable break time (s) and a private area in which to express milk.

Policy

All staff, students, and/or volunteers who breastfeed their child (collectively called nursing mothers) will be provided reasonable break time (s) during the day as per their need to express milk, as well as a private area in which to do so. Consult with your individual state addendum for more information about the rights of nursing mothers.

Procedure

1. Nursing mothers should contact Human Resources 3 weeks prior to their return to work to inform Tender Touch of their need for break times and private space to express milk.
2. Human Resources will contact the supervisor and/or administrator of the facility to secure a private location to be made available to the nursing mother. This area will be free from public view and intrusions by coworkers or the public, and in close proximity to the mothers work area.
3. When making the initial request for this accommodation the nursing mother and her direct supervisor will determine the frequency and duration of these break periods based on the mother's needs.
4. Break times are treated as a flexible work schedule. The employee may use unpaid break time and may make up leaves during the beginning or end of the work day. The employee must clock out for breaks.

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Military Leave (#10.36)

Purpose

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence.

Policy

Employees who are members or reservists of the armed forces or State National Guard will be granted an unpaid leave of absence for military service. If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

Employees who serve in the U.S. Armed Forces, U.S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation and will retain all of their legal rights for continued employment under existing, applicable laws. These employees may apply accrued PTO days to the leave if they wish, however, they are not obliged to do so.

You are expected to notify the Supervisor and/or Regional Manager as soon as you are aware of the dates you will be on duty and provide him (or her) with a copy of your orders so that arrangements can be made for replacement during this absence.

Procedure

1. Employees who are called up to serve in the U.S. Armed Forces or State National Guard will be granted an unpaid leave of absence for the duration of their service requirements.
2. The employee will retain all of his/her legal rights for continued employment under USERRA and/or other federal, state or local laws.
3. The employee may apply his/her accrued but unused paid time off to the leave if he/she wishes but is not obligated to do so.
4. Military orders should be presented to your Rehab Supervisor as well as the Director of Human Resources and arrangements for leave should be made as early as possible before a departure, unless military necessity makes this impossible.
5. Employee must notify your supervisor of your intent to return to employment based on requirements of the law.
6. A spouse, child or parent of a military member that wishes to take a leave of absence to care for a military member, or when a family member is being deployed should notify their supervisor and Human Resources of their desire to take a leave of absence and follow the procedure outlined in the FMLA policy.

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Jury Duty (#10.35)

Purpose

Tender Touch Rehabilitation has implemented jury duty leave in accordance with both federal and state guidelines.

Policy

Tender Touch Rehabilitation will honor jury duty leave to an employee who is required to serve jury duty. Tender Touch Rehabilitation will follow the applicable state and federal guidelines for pay for jury duty leave. Please consult your individual addendum for more information about time off for jury duty.

Procedure

1. An employee must notify their supervisor of jury duty summons/date as soon as possible.
2. The Rehab Supervisor will inform the Human Resources department in writing regarding the employee's jury notice summons.
3. Human Resources will inform the supervisor/employee of the state's regulations on jury duty.
4. Staffing will provide coverage as needed, but the employee or supervisor is expected to call into the office before 5 pm on the first day to explain whether or not they have been selected to be on the jury and the expected length of the case so coverage may be arranged accordingly.
5. Benefits allowable are dictated by state rule.

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Bereavement (#10.38)

Purpose

A one-day bereavement leave is granted to full time Tender Touch employees who must attend funeral services for an immediate family member.

Policy

Tender Touch recognizes an employee's loss and will allow the employee to take one paid bereavement day upon the loss of an immediate family member. Immediate family members include a spouse, father, mother, sister, brother, son or daughter, grandparents, mother in-law, father in-law, brother in-law and sister in-law. In the event of the passing of any other relative, the employee is expected to utilize a personal day when indicated.

Procedure

1. Bereavement benefits commence after two months of continuous employment.
2. If a bereavement day is requested for the death of an immediate family member, the employee should notify their supervisor as soon as possible.
3. The bereavement day must be entered into the computer system to ensure accurate payroll.

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Gifts and Gratuities (#10.42)

Purpose

All employees of Tender Touch have an obligation to conduct treatment and business in an environment free from influence or conflicting personal interests. This includes but is not limited to opportunities for personal gain, financial gain or gifts, gratuities, or entertainment which may be viewed as a means to improperly influence relationships and give rise to conflicts of interest.

Policy

Tender Touch employees must recognize and avoid any potential conflict or appearance of conflict and/or favoritism with patient care and company business and, therefore, will not accept any gifts or gratuities from customers, clients, patients or vendors.

Procedure

1. Employees of Tender Touch will not use their employment to solicit any gifts or gratuities from customers, vendors, patients or clients.
2. Employees of Tender Touch will not accept any gift, favor, service or privilege from an existing or potential customer, client, patient, vendor or contractor.
3. Employees should graciously decline the gift but may direct the person to write a letter of appreciation in lieu of a gift.
4. Any questions or complaints regarding this matter will be directed to the Compliance Officer.

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Social Networking/Site Information (#10.43)

Purpose

To implement a company policy against disclosure of company information, pictures, disparaging comments about the company, or co-workers, or patients on social network or internet sites.

Policy

Employees who utilize social networks including but not limited to Facebook, My Space, Twitter, will not post any messages concerning Tender Touch, its policies, procedures, employees, officers or agents while utilizing the network on company or personal time. Employees are not permitted to network during work hours.

Procedure

1. Employees will not post any company information, comments, pictures or statements regarding Tender Touch, its policies, procedures, co-workers, or patients etc. on social network sites.
2. Employees viewing such comments will bring it to the attention of the Compliance Officer or Human Resources.
3. Retaliatory behavior against the person making the claim will not be tolerated.
4. Violations of this policy may include disciplinary action up to or including termination.

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Electronic Communication (#10.44)

Purpose

To restrict access and disclosure of electronic mail or texts received, created or sent on behalf of Tender Touch, its officers, employees, agents, students and/or customers/business associates.

Policy

The email and texting systems are provided to assist in promoting communication, increasing ease in performing daily operations and business and is the sole property of Tender Touch. All Tender Touch employees will safeguard passwords, computer access and confidentiality of all electronic messages and may only use such for company business. The management of the company reserves the right to access, retrieve, intercept, read, audit any message or file created without notice. The contents of electronic mail and texts properly obtained for legitimate business purposes may be disclosed to the company or they are invalid and cannot be used.

Procedure

1. The electronic mail system and all messages composed, sent, archived or received is Tender Touch property. There should be no expectation of privacy – any messages sent using Tender Touch property, servers or equipment may be monitored, reviewed, accessed and/or read without employee notice or consent.
2. Employees may only use the mail system for company business and cannot be used for personal business.
3. Emails may not be used to solicit, promote religious or political causes or outside organizations. Emails cannot include offensive or disruptive messages of any kind (racial slurs, gender specific comments, age related comments, sexual orientation, national origin or disability).
4. Emails cannot upload or download copyrighted materials, trade secrets or proprietary information without authorization.
5. Employees should treat email messages as a business letter communication in its formality.
6. Email confidentiality must be respected at all times, and only the intended recipient may access emails.
7. Any violation to this policy or using the email system for improper causes shall be subject to discipline, up to and including termination.

8. Texting may be considered a business system when utilized between staff members and/or business associates. Texting is subject to all the same policies/guidelines as e-mail communication.
9. Employees utilizing phone texts must physically and electronically safeguard this information and are subject to inspection by the management of Tender Touch to ensure compliance with all rules, policies and procedures and HIPAA guidelines/regulations.

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Conflict of Interest (#10.45)

Purpose

Tender Touch, as part of its compliance program, has implemented this Conflict of Interest Policy to guide employees in avoiding or managing situations where their personal interest could cause, or be perceived to cause a conflict of interest of Tender Touch and its patients.

Policy

On an on-going basis, Tender Touch will review its relationship with vendors and determine whether conflicts exist within law and regulations. All employees must at all times deal with vendors without favor or preference based on personal consideration and refrain from being influenced by personal consideration of any kind in the performance of their duties. A conflict of interest may be defined as a conflict between the employee's duty to act in the best interest of Tender Touch and the patients it serves and the interest of the employee for personal gain for themselves or a third party (i.e. financial interest, accepting gifts, entertainment, favors).

Procedure

1. Any conflict or possible conflict must be exposed immediately and reported to a supervisor.
2. All allegations will be promptly reported to the Compliance Department.
3. The Compliance Department will investigate all potential conflicts of interest promptly.
4. The Compliance Department will request outside counsel as necessary and determine if the situation creates a conflict of interest, is improper or creates the appearance of a conflict of interest.
5. Corrective action will be taken based on investigation findings and on advice of legal counsel.

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Electronic Signature (#10.46)

Purpose

To ensure that all electronic documents are signed by an approved e-signature.

Policy

To the fullest extent permitted by law, Tender Touch Rehab accepts e-signatures as a legal equivalent to a handwritten signature on e-documents, unless otherwise prohibited by state and or federal law.

Procedure

1. Tender Touch reserves the right to designate specific transactions that may contain an e-signature.

2. Tender Touch will limit e-signature designation to clinicians' conducting documentation on its electronic medical record system and billing.
3. Tender Touch employees with access to an e-signature will secure this transaction as per HIPAA rules.
4. Upon hire all clinicians' will be issued a user ID and unique password.
5. When e-signing any document, their password is required prior to completing and saving the document.
6. Any sharing of passwords is strictly prohibited and grounds for disciplinary action up to and including termination.
7. The Clinisign system is a privilege offered to the physicians for convenience in signing documents. Tender Touch staff should ensure all rehab documents are signed within the required time frame as required by local, state and federal regulations.

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Whistleblower Protection (#10.47)

Purpose

To adhere to State/Federal laws that prohibits an employer from taking any retaliatory action against an employee because the employee exercises their rights to be a conscientious employee/whistleblower. To encourage employees to raise serious concerns without fear of reprisal or retaliation.

Policy

An employee may "whistle blow" as a voluntary act of disclosure of wrongdoing in his/her workplace. It is the duty of all employees to report to a board member, officer, or supervisor in good faith any ethics violation or suspected violation of law, regulations or best practices. The whistle blower will not be retaliated against as this is contrary to Tender Touch's values, policies and procedures, and the employee is subject to discipline up to and including termination of employment with the company if they retaliate. All employees who are lodging a complaint must do so confidentially and be acting in good faith with reasonable grounds to believe there is a violation. Employees will keep all information confidential.

All Tender Touch employees are prohibited from retaliating against an employee for the following:

Employer retaliatory action; protected employee actions; employee responsibilities:

1. Tender Touch prohibits an employee from taking any retaliatory action against an employee because the employee does any of the following:
 - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
 - b. Provides information to, or testifies before, a public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is licensed or certified

- health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
- c. Provides information involving deception of or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 1. is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 2. is fraudulent or criminal; or
 3. is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment.

Procedure

1. Tender Touch maintains an open-door policy so that an employee may share their concerns with their direct Supervisor, Rehab Director or Regional Manager promptly to report suspected wrong doing.
2. Tender Touch maintains a 7 day a week Hotline for complaints which may be lodged anonymously.
3. Supervisors and/or Regional Managers will contact the Compliance Officer with any complaints.
4. The Compliance Officer will investigate all reported verbal or written complaints, anonymous or known complaints as soon as feasible.
5. The Compliance Officer/Compliance Department will record all information and keep all records on behalf of the complainant, organized and confidential.
6. The Compliance Officer will report the findings promptly to the Executive Management and/or Human Resource team and recommend and/or implement a corrective action plan.
7. The organization, it's officers, employees will not retaliate against the whistleblower in any form of adverse action such as termination, decrease of pay, unfavorable work assignment or threats of any nature or disseminate any information concerning the individual.
8. A whistleblower is only entitled to whistleblower protection and confidentially if the concern is not the result of the conduct by the whistleblower. The whistleblower must initiate a report to the Supervisor in writing before a public agency body (federal, state) and give the employer a reasonable opportunity to correct the activity, policy or practice. Disclosure is not required where the employee believes the activity, practice or policy is known to one or more supervisors or where the employee fears physical harm as a result of disclosure or the situation is emergency in nature. Written notification should be directed to and receipt confirmed:

Lori Blaire, V.P. Compliance Officer
Tender Touch Rehab Services
685 River Avenue

Lakewood, NJ 08720
800-734-2291

If the whistleblower lodges a complaint in malice and not in good faith, that person would be subject to discipline up to and including termination.

9. Matters of concern may be defined as:
 - a) Violation of Federal, State or Local laws, regulations or ordinances
 - b) A danger to public safety
 - c) Gross mismanagement of funds, waste, fraud and abuse of federal and state funds
10. When appropriate, the whistleblower shall receive a follow-up call within 2 weeks and/or upon completion of the investigation.

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Non-Retaliation (#10.48)

Purpose

To ensure that the company and its employees promote the highest standard of ethical and legal conduct which can be achieved best by implementing a non-retaliatory policy to encourage employees to report any potential violation or wrongdoing without fear of reprisal or retaliation for reporting offenses.

Policy

All employees are responsible to promptly report any violation of policy or procedure, law or regulation to their supervisor and /or the compliance department or compliance hotline. The compliance department will act immediately on all credible information and will conduct investigations as indicated. Confidentiality of all concerns will be maintained in so far as legally and administratively practical.

Procedure

1. The rehab managers and the compliance department will have an open-door policy to allow for employees to lodge a complaint to their immediate supervisors, rehab directors, compliance department.
2. Employees who have knowledge of wrongdoing, misconduct or violations of the compliance plan, policies or procedures, laws or regulations will report these concerns promptly to their immediate supervisor, rehab director or the compliance department.
3. Employees may call the hotline if they wish to remain anonymous.
4. Employees who report a concern in good faith will not be subjected to any retaliation, intimidation or reprisal upon his/her complaint.
5. All concerns will be investigated promptly.

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Gender Equity (#10.49)

Purpose

To prohibit staff from discriminating an individual with respect to his/her pay, compensation, benefits or terms, conditions or privileges of employment because of the individual's sex.

Policy

Title VII of the Civil rights Act of 1964 prohibits employment discrimination based on, among other things, an individual's sex. Title VII claims must be filed with the United States Equal Employment Opportunity Commission (EEOC) before they can be brought in court. Remedies under Title VII may include an order restraining unlawful discrimination, back pay and compensatory and punitive damages.

The Equal Pay Act of 1963 (EPA) prohibits discrimination in compensation based on sex. EPA claims can be filed either with the EEOC or directly with the court. Remedies under the EPA may include the amount of the salary or wages due from the employer, plus an additional equal amount as liquidated damages.

Please be mindful that in order for a disparity in compensation based on sex to be actionable under the EPA, it must be for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

There are strict time limits for filing charges of employment discrimination. For further information, contact the EEOC at 800-669-4000 or at www.eeoc.gov.

Procedure

1. Staff is prohibited from employment discrimination based on an individual's sex.
2. Staff is prohibited from employment discrimination in rate of method of payment of wages to an employee because of his or her sex.
3. Complaints may be made to the following agencies:
 - Discrimination based on sex: NJ Division of Civil Rights (NJDCR) 609-292-4608
 - Discrimination based method of payment: NJ Department of Labor & Workplace Development (NJDLWD) 609-292-2305
4. There are time limits for filing. Please contact the agencies to learn more about their filing restrictions.

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ACKNOWLEDGMENT OF RECEIPT OF TENDER TOUCH EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the Tender Touch Employee Handbook (the "Handbook"), which outlines the personnel policies of Tender Touch (the "Company"). I will familiarize myself with the information in the Handbook and agree to comply with these policies in all respects.

I understand that the Handbook does not constitute a contractual agreement and that either I or the Company may terminate my employment at any time, with or without cause. I understand that no manager or representative of the Company, other than a duly-authorized Company officer, has any authority to enter into any employment agreement for a specified period of time or to make any promises or commitments contrary to the foregoing, and any such promises or commitments must be in writing and signed by such officer.

I understand that the information contained in the Handbook represents guidelines only and that the Company may change, rescind or add to any policies, benefits or practices described in this Handbook at any time at its sole and absolute discretion with or without prior notice.

I authorize the Company to monitor and/or record any and all communications made by me using Company computers, telephones, cell phones, smartphones, tablets, or similar devices, networks, Company-paid phone lines or any other Company equipment.

Furthermore, I specifically acknowledge that I have thoroughly read the Company's Anti-Harassment Policy and Complaint Procedure. I specifically agree to abide by the policies' requirements. I also agree that if there is any provision of these policies, or any other Company policy, that I do not understand, I will seek clarification from the Human Resources department.

Print Name

Signature

Date

I accept full responsibility for familiarizing myself with these policies and procedures, statements, manuals, handbooks, and information sheets, and I agree to act in accordance with the rules and regulations set forth.

	Initial	Date		Initial	Date
Code of Ethics & Conduct			Notice of Privacy Practice		
Medicare Program Requirement			HIPAA Training Manual		
Compliance Standards Relating Rehabilitation Services			Employee Safety Training		
Confidentiality Statement			Patient Safety Training		
Acknowledgement of Privacy Practice & HIPAA Consent For					

Connecticut Addendum to the Tender Touch Employee Handbook

The following policy applies to Connecticut employees of Tender Touch only. If there is a conflict between the policies contained in the Employee Handbook and in this Addendum, the policy contained in this Addendum takes precedent. If any Connecticut employee has a question

regarding the policy contained in this Addendum, or any other matter, please contact Human Resources.

Meal Periods

Employees who are scheduled to work seven and a half or more consecutive hours will receive an 30-minute meal period (unpaid for non-exempt employees). This meal period shall be taken after the first two hours and before the last two hours of work. Employees who work fifteen or more consecutive hours in a day will receive a second 30-minute meal period (unpaid for non-exempt employees) during the second seven-and-a-half hour period.

Connecticut Pregnancy Disability Leave

The Connecticut Human Rights Act (“CHRA”) allows employees in Connecticut to take a reasonable unpaid leave for pregnancy-related disabilities. Time taken under the CHRA will count against an employee’s entitlement to FMLA leave. At the time you request your CHRA leave, you will be asked to provide a certification from your physician of the necessity of your medical leave. Employees may substitute any accrued paid time off (i.e., PTO or sick days), or may apply for STD benefits during their unpaid CHRA pregnancy-disability leave.

On your return from leave, you are entitled to the same position you held when the leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. You should note that you have no greater right to reinstatement or to other benefits and conditions of employment than if you had not taken the leave (e.g., you will not be entitled to reinstatement if due to economic conditions you would have lost your job regardless of whether or not you went on leave).

Upon written notice, the Company will also make a reasonable effort to transfer a pregnant employee to any available suitable temporary position which may be available, where the Company or the employee reasonably believes that continued employment in the position held by the employee may cause injury to the employee or her fetus. The Company’s decision regarding transfer of a pregnant employee may be appealed to any member of Human Resources or the Connecticut Commission on Human Rights and Opportunities.

This policy will be interpreted and applied in accordance with the CHRA, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in these policies.

Jury Duty

Connecticut employees may take time off for jury duty in accordance with the Company’s Jury Duty Policy in the Employee Handbook, and will be paid their usual compensation for the first five (5) days of jury duty after which any remaining time off will be unpaid.

Crime Victim and Family Violence Leave

Connecticut employees are eligible for unpaid leave to (i) appear before any court within the state as a witness in any criminal proceeding in response to a subpoena; (ii) to attend a court proceeding

or participate in a police investigation related to a criminal case in which the employee is a crime victim, and/or (iii) to obtain a restraining order or protective order on the employee's behalf.

Additionally, Connecticut employees who are victims of family violence are eligible for up to twelve (12) days of unpaid leave (“family violence leave”) for any of the following reasons:

- To seek medical care or psychological or other counseling for physical or psychological injury or disability for the victim
- To obtain services from a victim services organization on behalf of the victim
- To relocate due to such family violence
- To participate in any civil or criminal proceeding related to or resulting from such family violence

For purposes of this policy, “family violence” means an incident resulting in physical harm, bodily injury or assault, or an act of threatened violence that constitutes fear of imminent physical harm, bodily injury or assault, including, but not limited to, stalking or a pattern of threatening, between family or household members. Verbal abuse or argument shall not constitute family violence unless there is present danger and the likelihood that physical violence will occur. The employee may substitute any accrued vacation, PTO and/or sick days for family violence leave taken under this policy.

Where the need for family violence leave is foreseeable, the employee must give the Company at least seven (7) days’ advance notice of such leave. Where the need for such leave is not foreseeable, notice must be given as soon as is practicable. The Company may require the employee to provide written certification of the need for family violence leave.

Connecticut Family and Medical Leave Act

The Company provides eligible Connecticut employees unpaid family and medical leaves under the Connecticut Family and Medical Leave Act (CFMLA). Employees are eligible for family or medical leave pursuant to the CFMLA only if (1) you have been employed by the Company for at least twelve months, (2) you have completed at least 1,000 hours of service in the twelve month period immediately prior to your leave of absence, and (3) you are employed at a Company that employs at least 75 employees.

Eligible employees meeting the required certification requirements for taking a CFMLA leave are entitled to a total of 16 weeks of unpaid leave during the rolling 24-month period measured backward from your first day of CFMLA leave taken. If caring for a member of the armed forces, eligible employees are entitled to a one-time benefit of 26 weeks of leave during a 12-month period.

Leave may be taken for one or more of the following reasons:

- The birth of the employee’s child
- The placement of a child with the employee for adoption or foster care

- To care for the spouse (including civil union partner), or a son, daughter or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition
- Because of the employee's serious health condition
- To serve as an organ or bone marrow donor

An employee taking leave under the CFMLA is also entitled to take up to two weeks of accrued and unused paid sick leave if the CFMLA leave is taken for the birth or adoption of a child, or to care for the employee or covered family member's serious health condition.

Definitions

"Parent" means a biological parent, foster parent, adoptive parent, stepparent or legal guardian of an eligible employee or an eligible employee's spouse, or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

"Serious health condition" generally means an illness, injury, impairment or physical or mental condition that involves (1) inpatient care in a hospital, hospice, nursing home or residential medical care facility; or (2) continuing treatment, including outpatient treatment, by a health care provider.

"Son or daughter" means a biological, adopted or foster child, stepchild, legal ward or child of a person standing in loco parentis, who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.

"Spouse" means a husband or wife, as the case may be.

Notification

If your leave is foreseeable based on an expected birth, placement of a son or daughter, or planned medical treatment, you shall provide the Company with not less than 30 days' notice, unless such leave is to begin in less than 30 days, in which case you must give notice as is practicable. You shall make a reasonable effort to schedule planned medical treatment so as not to disrupt unduly the operations of the Company, subject to approval of the health care provider.

When the approximate timing of the need for leave is not foreseeable, you shall give such notice to the Company of the need for CFMLA leave as is practicable under the facts and circumstances of the particular case. It is expected that an employee shall give notice to the Company within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible.

Certification

Your leave to care for your own serious health condition or the serious health condition of your spouse, son, daughter or parent must be supported by a medical certification from a health care provider. When the leave is foreseeable, the certification must be given before the leave begins. When this is not possible, you shall provide the certification within 15 days of your request for a leave, unless it is not practicable under the particular circumstances to do so despite your diligent, good faith efforts, in which case the certification must be provided as soon as reasonably possible.

The Company may request second and third opinions and recertifications on a reasonable basis under certain circumstances. Failure to provide a proper medical certification will result in a delay of your leave request until proper certification is provided. If you never produce the certification, the leave is not a CFMLA leave.

You will also be required to provide a fitness-for-duty certification to return to work if you are on a leave for your own serious health condition. The fitness-for-duty certification need only be a simple statement of your ability to return to work from your health care provider. Restoration of employment will be delayed until you submit the fitness-for-duty certification.

For a leave to care for the serious health condition of a spouse, parent, son or daughter, you will be required to provide reasonable documentation or a statement of your family relationship.

Reinstatement

You are entitled on return from an approved CFMLA leave to be restored to the position of employment you held when the leave commenced. If the original position is not available, you will be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. In the case of a leave for your own serious health condition, if you are medically unable to perform your original job upon expiration of the leave, you may be transferred to work suitable to your physical condition if such work is available. You are not, however, entitled to any right, benefit or position of employment other than any right, benefit or position to which you would have been entitled had you not taken the leave.

You may be required to report periodically to the Company on your status and your intention to return to work.

Other

Where applicable, any CFMLA leave taken will run concurrently with a FMLA leave.

CFMLA leave may be taken intermittently or on a reduced schedule where medically necessary to care for your own serious health condition or the serious health condition of a spouse, son, daughter or parent. If such intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the Company may require you to transfer temporarily to an available alternative position offered by the Company for which you are qualified and which has equivalent pay and benefits and better accommodates recurring periods of leave.

Leave to care for a birth or placement for adoption or foster care must be concluded within the 12-month period after the date of birth or placement. Leave entitlement for spouses who are both employed by the Company may be limited depending on the type of leave taken.

Eligible employees will be entitled to any payments and benefits that employees are entitled to during an FMLA leave.

Please see Human Resources for any questions about the CFMLA. This policy will be interpreted and applied in accordance with the CFMLA, any regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over this

policy. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

Connecticut Paid Sick Time

Connecticut's Paid Sick and Safe Time Act generally provides that eligible non-exempt employees are eligible to accrue one hour of paid sick/safe time for every 40 hours worked, up to a maximum of 40 hours in a calendar year. To satisfy this requirement, Connecticut employees may use their paid sick days to which they are otherwise eligible under the Company's Sick Time Policy for any of the Covered Reasons below. Connecticut employees who are eligible for sick days under the Company's Sick Time Policy are still subject to the notice, usage, and documentation requirements below.

Paid sick time may be used for any of the following reasons ("Covered Reasons"):

- 1) The employee's illness, injury or health condition, the medical diagnosis, care or treatment of an employee's mental illness or physical illness, injury or health condition, or preventative medical care for an employee;
- 2) For an employee's child's or spouse's illness, injury or health condition, the medical diagnosis, care or treatment of an employee's child's or spouse's mental or physical illness, injury or health condition, or preventative medical care for an employee's child or spouse; or
- 3) Where the employee is a victim of family violence or sexual assault (a) for medical care or psychological or other counseling for physical or psychological injury or disability, (b) to obtain services from a victim services organization, (c) to relocate due to such family violence or sexual assault, or (d) to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

Eligible employees must provide reasonable notice of use of paid sick time. Where such need is foreseeable, employees must give at least seven days prior notice to their supervisor. Where such need is not foreseeable, employees must provide notice as soon as practicable by contacting the employee's supervisor or Human Resources.

For an absence of more than three consecutive work days of paid sick time, employees may be required to provide reasonable documentation that the paid sick time was used for a Covered Reason.

The Company may take disciplinary action, up to and including termination, against an employee who uses paid sick time for purposes other than Covered Reasons.

Employees will not be paid for unused accrued paid sick time at any time or upon termination of employment for any reason.

Eligible employees will receive all paid sick leave required by law, and this policy will be interpreted and applied, in accordance with Connecticut General Statutes §§ 31-57r, et seq, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

Military and National Guard Leave

Connecticut employees are eligible for an unpaid leave for military duty, including attending meetings or drills required as part of their military service with either the Reserve component of the US armed forces, the National Guard of any state, or the armed forces of the state.

Volunteer Firefighter and Ambulance Service Members Leave

Connecticut employees who are active volunteer firefighters or members of volunteer ambulance services are eligible for unpaid leave to respond to a fire or an ambulance call. Employees should make every effort to provide notice to the Company that he or she may be late or absent to respond to a fire or ambulance call. Employees may be required to submit a written statement from the chief of the volunteer fire department, or the medical director or chief administrator of the ambulance service verifying the employee's need for leave.

Elected Office Leave

A Connecticut employee who accepts a full-time position in a municipal or state office is eligible for unpaid leave of a maximum of two consecutive terms. Eligible employees must give written notice of their candidacy for a full-time municipal or state office within 30 days after nomination for that office.

Delaware Addendum to the Tender Touch Employee Handbook

The following policy applies to Delaware employees of Tender Touch only. If there is a conflict between the policies contained in the Employee Handbook and in this Addendum, the policy contained in this Addendum takes precedent. If any Delaware employee has a question regarding the policy contained in this Addendum, or any other matter, please contact Human Resources.

Volunteer Emergency Responder Leave

Delaware employees who are volunteer emergency responders (i.e. volunteer firefighter, a member of a ladies auxiliary of a volunteer fire company, volunteer emergency medical technician and/or a volunteer fire police officer) are eligible for unpaid leave in order to (i) respond to a Governor-declared state of emergency lasting up to 7 consecutive days; (ii) respond to a President-declared national emergency lasting up to 14 consecutive days; and/or (iii) for injuries the employee sustained when acting as a volunteer emergency responder, including responding to an emergency.

Eligible employees must provide notice to the Company of the need for such leave. Employees must also provide a written statement to the Company from the individual in charge of the volunteer department or another authorized individual stating that the employee was responding to an emergency and listing the time and date the employee completed the volunteer emergency activities. This written statement must be provided within seven days of the Company's request for such a statement. The Company may also require that an employee who takes leave under this policy due to injuries sustained while responding to an emergency provide a written statement from medical professional verifying the estimated period that the employee will be partially or totally incapable of performing the job. The employee must provide this written statement within five days of the Company's request.

Crime Victim Leave

Delaware employees are eligible for unpaid leave for the Covered Reasons below if they are either (i) a crime victim, (ii) a victim's parent, guardian or custodian, if the victim cannot meaningfully understand or participate in the legal process because of physical, psychological, or mental impairment, (iii) a deceased victim's spouse, adult child or stepchild, parent, sibling, or qualified neighborhood or homeowner's association, if the crime involves certain illegal drug activities (unless they are a defendant, co-defendant, or conspirator in the crime); and/or (iv) a legal representative of the crime victim.

Eligible employees may take unpaid leave under this policy for the following Covered Reasons: (i) to participate in preparations for criminal proceedings at the prosecutor's request; (ii) to attend a criminal proceeding, if the attendance is reasonably necessary to protect the victim's interests; and/or (iii) to attend a criminal proceeding in response to a subpoena.

Military Service Leave

Reservists and National Guard members in Delaware are eligible for unpaid leave when called to state active duty.

District of Columbia Addendum to the Tender Touch Employee Handbook

The following policy applies to District of Columbia employees of Tender Touch only. If there is a conflict between the policies contained in the Employee Handbook and in this Addendum, the policy contained in this Addendum takes precedent. If any District of Columbia employee has a question regarding the policy contained in this Addendum, or any other matter, please contact Human Resources.

Sick and Safe Leave Act

The Company offers Paid Time Off (PTO) to all fulltime employees which satisfies the State Sick and Safe Leave requirement. Therefore, no additional paid time off is allotted to fulltime employees for sick leave. Part time and per diem employees will accrue paid sick time as per the policy. Note that the sick time can only be used for reasons described below and is not paid out if unused.

Washington D.C.'s Accrued Sick and Safe Leave Act generally provides that eligible employees who work in Washington D.C. are eligible to accrue one hour of paid sick and safe time for every 43 hours worked, up to a maximum of 5 days per year. To satisfy these requirements, D.C. employees may use their paid sick days which they are otherwise eligible under the Company's Sick Time Policy for any of the Covered Reasons described below. D.C. employees who are eligible for sick days under the Company's Sick Days Policy are still subject to the notice, usage, and documentation requirements listed below.

Paid sick time may be used for any of the following reasons ("Covered Reasons"):

- 1) The employee's own illness or injury;
- 2) To seek a medical diagnosis or care;
- 3) To care for a child, a parent, spouse, domestic partner, or any other family member who is ill or injured, or who needs medical diagnosis or care; or
- 4) To obtain social, medical or legal services pertaining to the employee's or the employee's family member's being a victim of stalking, domestic violence, or sexual abuse.

For purposes of this policy, a "family member" includes the employee's spouse or domestic partner, the parents of either the employee or the employee's spouse, children, including grandchildren and foster children, brothers and sisters of either the employee or the employee's spouse, a residing child for whom the employee has parental responsibility, and/or a person who has co-habitated with the employee for no less than 12 months.

Eligible employees must make a reasonable effort to schedule paid sick time in a manner that does not unduly disrupt the Company's operations. To that end, you must provide at least 10 days' written notice for use of paid sick time if your need for such leave is foreseeable. If the need to use paid sick time is unforeseeable, an oral request for time must be provided prior to your start time. In the case of an emergency, you must notify the Company of your need to use paid sick time prior to the start of the next work shift or within 24 hours of the onset of the emergency, whichever occurs sooner.

For an absence of three (3) or more consecutive work days of paid sick time, employees are required to provide reasonable documentation that such time was used for a Covered Reason.

Eligible employees who assert their right to paid sick time will not be retaliated against for asserting such right.

Eligible employees will receive all paid time off required by law, and this policy will be interpreted and applied, in accordance with the ASSLA (D.C. Code § 32-131.01, *et seq.*), regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Please note that as long as an employee does not suffer a loss of income when absent from work for up to 7 days in a calendar year, the Company is not required to provide any additional paid time off under the ASSLA. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in these policies.

District of Columbia's Family and Medical Leave

Under the District of Columbia Family and Medical Leave Act (“DCFMLA”), eligible employees are eligible to take up to 16 weeks of unpaid family leave during a 24 month period in order to (i) care for a seriously ill family member or (ii) in the event of the birth or adoption of a child, adopting a child, or to care for a child in foster care. The entitlement to family leave expires twelve (12) months after the birth of the child or placement of the child with the employee. Eligible employees may also take up to 16 weeks of unpaid medical leave during a 24-month for the employee’s own serious health condition. The rights and requirements under the DCFMLA are generally the same as those under the FMLA, with the following exceptions:

- Employees are eligible under the DCFMLA for a family or medical leave if they have been employed by the Company for 12 months and have completed at least 1,000 hours of service prior to their request for leave. The one year of service requirement does not need to have immediately preceded the request for leave
- Family members for whom family leave may be taken include a person to whom the employee is related by blood, legal custody, or marriage, sharing mutual residence and committed relationship with, as well as children for whom an employee assumes and discharges parental responsibility and a person with whom an employee lives or has lived in the past year and maintains a committed relationship.
- Intermittent leave may be taken when a family member or the employee himself or herself has a serious health condition.
- If you request leave for your own serious health condition, the Company may require that your certification include an explanation of the extent to which you are unable to perform the functions of your position.
- You may choose whether or not to substitute accrued but unused vacation or sick days for any type of family or medical leave.

For clarification purposes, any leave taken under the FMLA will run concurrently with leave taken pursuant to the DCFMLA, and vice versa, to the extent that the employee is eligible for both at the same time.

This policy will be interpreted and applied in accordance with the District of Columbia Family and Medical Leave Act of 1990, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws, the laws are controlling over this policy. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

District of Columbia Paid Family Leave

Eligible employees are entitled to Paid Family Leave (“PFL”) pursuant to the District of Columbia Universal Paid Leave Amendment Act of 2016 (“DCPFL”). Employees are eligible for PFL if they perform at least 50% of their work for the Company within the District of Columbia.

Covered purposes:

PFL may be only used for the following “Covered Purposes”:

- *bonding with a child within the first 12 months after its birth, adoption or foster care placement (“Parental Leave”);*
- *caring for a family member with a serious health condition (“Family Leave”); or*
- *missing work due to the employee’s own serious health condition (“Medical Leave”).*

Amount of leave:

The amount of leave employees may receive depends on the type of leave taken. During any rolling 52-week period, employees may be eligible for:

- *up to 8 weeks of Parental Leave;*
- *up to 6 weeks of Family Leave; and/or*
- *up to 2 weeks of Medical Leave*

Employees may only receive PFL benefits for a maximum of 8 weeks per year of total leave. Leave can be taken intermittently in units as small as one day. For employees who regularly work less than five days per week, the maximum days may be prorated based upon their schedule.

Benefit level:

Payments for employees taking PFL will be determined on a sliding scale based on their reported income, with a higher percentage of wage replacement for lower income earners and a lower wage replacement for higher income earners. The specific amounts are determined and set by the District and adjusted annually.

Employees will receive this payment by applying to the Office of Paid Family Leave (the "OPFL") within the District of Columbia's Department of Employment Services ("DOES"). More information on the application process is available at: <https://dcpaidfamilyleave.dc.gov/how-to-apply-for-benefits/>. Please contact Human Resources with any questions regarding PFL benefits.

Employee notice:

If the PFL is foreseeable, such as due to an expected birth or other qualifying event, employees must provide the Company at least 10 days' notice before the leave will be taken. If the leave is not foreseeable, then employees should give notice as soon as practicable. The notice should include: (i) the type of PFL benefits you will be applying for (i.e., Parental Leave, Family Leave or Medical Leave); (ii) how long you expect to be out on leave; (iii) the expected start and end dates of the leave (if you are unsure of the exact dates, you should give an estimate); and (iv) your leave schedule (i.e., whether you will be taking continuous leave, meaning you will be out for one single period of time, or intermittent leave, meaning you will working and taking leave during the same period). Employees must be specific about the days they will be out on leave, and employees taking leave intermittently must provide the Company with notice as soon as is practicable before each day of intermittent leave.

Job protection and retaliation:

Receiving PFL benefits does not mean that your job is protected while you are out on leave. Unlike some other leave laws, DCPFL does not guarantee that you can return to your job after your PFL benefits end. However, your leave from work for an event that qualifies for PFL may run concurrently with Family and Medical Leave Act (FMLA) and the District of Columbia Family and Medical Leave Act (DCFMLA), both of which protect employees from harmful employment actions while they are taking leave from work for a qualifying reason. If the leave for which you are receiving PFL benefits qualifies for either FMLA or DCFMLA or both, you may be protected by those other laws while receiving PFL benefits. Please note that in all cases you have no greater right to reinstatement or to other benefits and conditions of employment than if you had not taken the leave (e.g., if due to economic conditions you would have lost your job regardless of whether or not you went on leave, you will not be entitled to reinstatement).

Employees have the right not to be retaliated or discriminated against for exercising their rights under the DCPFL, including the right to take PFL.

Use of other paid leave:

Employees may, but are not required to, use accrued PTO or any other applicable type of paid time off for some or all of the leave to which they are entitled under the DCPFL, subject to the terms and conditions of such other paid time off policy. Employees who choose to do so will still receive all applicable rights and protections under the DCPFL. If employees elect to take paid time off concurrently with PFL, the paid time off will be paid to employees only to the extent of the difference between an employee's PFL benefit and their regular pay. In no event will an employee receive more than 100% of their regular pay.

Interaction with leave under the Family and Medical Leave Act (FMLA) and the District of Columbia Family and Medical Leave Act (DCFMLA):

If an employee covered by the federal FMLA or the DCFMLA takes PFL for a purpose and under circumstances also covered by the FMLA or DCFMLA, the Company may designate that period of leave as leave under the FMLA and/or DCFMLA (i.e. may require that PFL and FMLA and/or DCFMLA leave be taken concurrently). If the Company chooses to do so, the Company will notify the employee in writing, as required by law.

Compliance with all applicable laws:

Employees maintain all other applicable rights under city, state, and federal law. The Company will comply with all applicable legal requirements.

Eligible employees will receive all paid family leave required by law, and this policy will be interpreted and applied, in accordance with DCPFL, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

Pregnancy and Childbirth Leave

The Company will provide reasonable accommodations, including time off to recover from childbirth, for employees who request accommodation due to pregnancy, childbirth, related medical conditions, or breastfeeding affecting their ability to perform the function of their job, so long as the reasonable accommodation does not cause an undue hardship on the Company's business. Such leave time will run concurrently with FMLA and DCFMLA, if the employee is eligible for such leave.

School Visits

A District of Columbia employee who is a parent may take up to 24 hours of unpaid leave during any 12 month period to attend or participate in a school-related event for his or her child and shall also be eligible for a day of leave each year on April 16th, the District of Columbia Emancipation Day, provided that any such leave would not disrupt the Company's business and make the achievement of production or service delivery unusually difficult. D.C. employees must provide at least 10 days' notice of such leave unless the need to attend the school-related event cannot be

reasonably foreseen. D.C. employees may use accrued vacation or PTO days for such leave, or such leave will be unpaid if an employee has no accrued vacation or PTO days available.

Jury Duty

District of Columbia employees may take time off for jury duty in accordance with the Company's Jury Duty policy in the Employee Handbook, and will be paid for up to 5 days of their usual compensation for such jury service less any fee the employee receives for jury service.

Bone Marrow and Organ Donation

District of Columbia employees are entitled to up to 30 days of leave to serve as an organ donor, and up to 7 days of leave to serve as a bone marrow donor, without loss or reduction in pay, leave, or credit for time of service, in a calendar year. Eligible employees must be a volunteer donor, and any compensation received by the employee is limited to costs and expenses associated with organ or bone marrow donations.

Maryland Addendum to the Tender Touch Employee Handbook

The following policy applies to Maryland employees of Tender Touch only. If there is a conflict between the policies contained in the Employee Handbook and in this Addendum, the policy

contained in this Addendum takes precedent. If any Maryland employee has a question regarding the policy contained in this Addendum, or any other matter, please contact Human Resources.

Reasonable Accommodation for Pregnant Employees

Pregnant employees in Maryland may be entitled to reasonable accommodations for disabilities caused or contributed to by pregnancy or childbirth provided that requested accommodation does not impose an undue hardship on the Company's operations.

Pregnant employees may make requests for reasonable accommodation to Human Resources for review. Requests for reasonable accommodation will be evaluated on a case-by-case basis in consultation with the employee who has requested the accommodation and, where appropriate, with the employee's health care provider. During the evaluation process, the Company will discuss and identify with the employee the precise limitations resulting from the disability and the potential accommodation(s) that the Company might make to help overcome those limitations. Employees requesting reasonable accommodations may be required to provide documentation from a medical provider of the employee's workplace limitations.

The decision as to whether an accommodation will be made, and if so, the nature of the accommodation, will be made by Human Resources, the appropriate supervisory personnel, and senior management in the affected operation. The decision will be communicated to the employee by Human Resources.

Flexible Leave

Maryland employees may use accrued PTO and/or sick days to care for an immediate family member who is ill ("flexible leave"). For purposes of this policy, an "immediate family member" means a child (including an adopted, foster or step child and a legal ward who is either under 18 or who is at least 18 but incapable of self-care due to a disability), spouse, or parent (including an adoptive, foster or step parent, legal guardian, or person standing in loco parentis). The employee may elect the type of accrued paid time off (i.e., PTO, sick) to use as flexible leave, and the terms and conditions of use associated with the selected category of paid time off, including any notice and eligibility requirements, will apply. Any FMLA leave to which the employee is entitled will run concurrently with flexible leave taken under this policy.

Family Military Leave

Any Maryland employee who has been employed by the Company for at least 12 months and has worked at least 1,250 hours during the 12-month period immediately preceding the leave is eligible for one day of unpaid family military leave for use on the day an immediate family member is leaving for or returning from active military duty outside the United States as a member of the armed forces. For purposes of this policy, "immediate family member" means a spouse (including same-sex spouse), parent, stepparent, child, stepchild or sibling. Leave under this policy will run concurrently with any qualifying exigency leave available to the employee under the federal FMLA.

An employee seeking leave under this policy should provide reasonable advance notice of the need for such leave. The Company may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested. An employee may, but is not required to, substitute any accrued PTO for leave taken under this policy.

Time Off to Vote

Employees may take up to two hours of paid leave to vote on election days if they do not have two continuous nonworking hours during which the polls are open to vote. The Company may require employees taking leave under this policy to provide documentation verifying that the employee voted or attempted to vote.

Parental Leave

Eligible Maryland employees may take up to six (6) weeks of unpaid leave during any rolling 12-month period upon the birth, adoption, or foster placement of their child.

Maryland employees are eligible for leave under this policy as long as they (i) have been employed by the Company for at least 12 months, (ii) have worked at least 1,250 hours during the 12-month period immediately preceding the leave, and (iii) works at a site where the Company employs 15 or more employees within a 75-mile radius.

Eligible employees must provide 30-days written notice of their intention to take parental leave. However, eligible employees may begin taking parental leave without prior notice following a premature birth, unexpected adoption, or unexpected foster placement.

Any leave under this policy runs concurrently with any FMLA leave, if the employee is eligible for such leave.

Civil Air Patrol Leave

Maryland employees who have worked for the Company for at least 90 days are eligible for at least 15 days of unpaid leave per calendar year in order to respond to an emergency mission if they are volunteer members of the Maryland Wing of the Civil Air Patrol.

Employees must provide as much notice as possible of the intended start and end dates of their leave. Once employees begin leave, they must give the Company an estimated length of the mission, after arriving at the emergency location where they will perform their Civil Air Patrol duties, and also must report any necessary changes in their estimated leave time.

The Company may require that the employee provide certification of their eligibility for requested or taken leave. The Company also reserves the right to deny leave if an employee fails to provide this certification.

Witness Leave

Maryland employees will be granted unpaid leave in order to respond to a subpoena or appear as a witness in any civil or criminal proceeding, including discovery proceedings. The Company also will provide unpaid leave where the employee must attend certain proceedings involving minors that the employee has a right to attend under the law, or a right to attend under law as a crime victim or the crime victim's representative.

Maryland Paid Sick Time

To satisfy Maryland's Health Working Families Act and Montgomery County's Sick and Safe Leave Law, Maryland employees may use their paid sick days to which they are otherwise eligible under the Company's Sick Time Policy for any of the Covered Reasons listed below. Maryland employees who are eligible for sick days under the Company's Sick Time Policy are still subject to the notice, usage, and documentation requirements below.

Paid sick time may be used for any of the following reasons ("Covered Reasons"):

- (1) To care for or treat the employee's mental or physical illness, injury or condition, or to obtain preventative medical care for the employee or the employee's family member;
- (2) To care for a family member with a mental or physical illness, injury or condition;
- (3) If the employer's place of business has closed by order of a public official due to a public health emergency, or if the school or child care center for the employee's family member is closed by order of a public official due to a public health emergency, or to care for a family member if a health official or health care provider has determined that the family member's presence in the community would jeopardize the health of others because of the family member's exposure to a communicable disease;
- (4) The absence from work is due to domestic violence, sexual assault or stalking committed against the employee or the employee's family member and the leave is being used: (a) to obtain medical or mental health attention; (b) to obtain services from a victim services organization; (c) for legal services or proceedings, including preparing for or participating in a civil or criminal proceeding; (d) because the employee has temporarily relocated as a result of the domestic violence, sexual assault or stalking, or (e) during the time that the employee has temporarily relocated due to the domestic violence, sexual assault, or stalking; or
- (5) For the birth of a child, or for the placement of a child with the employee for adoption or foster care, or to care for a newborn, newly adopted, or newly placed child within one year of birth, adoption, or placement.

For purposes of this policy, a family member includes the employee's spouse, child (biological, adopted, foster, stepchild or individual for whom the employee has physical or legal custody, guardianship, or stands in loco parentis), parent (biological, adoptive, foster, stepparent, or individual who stood in loco parentis) of the employee or the employee's spouse, legal guardian, grandparent (biological, adoptive, foster, or stepparent), grandchild (biological, adoptive, foster, or stepgrandchild), sibling (biological, adoptive, foster, or stepsibling).

Eligible employees must provide reasonable notice of use of paid sick time. Where such need is foreseeable, employees must give prior notice to their supervisor. Where such need is not foreseeable, employees must provide notice as soon as practicable by emailing their supervisor or Human Resources.

For an absence of more than three consecutive work days of paid sick time, eligible employees may be required to provide reasonable documentation that the paid sick time was used for a Covered Reason.

Eligible employees who assert their rights to receive paid sick time will not be retaliated against.

For further information regarding the Montgomery County Earned Sick and Safe Leave Law, see attached poster.

Eligible employees will receive all paid sick leave required by law, and this policy will be interpreted and applied, in accordance with Maryland's Health Working Families Act, Montgomery County Earned Sick and Safe Leave Law, regulations thereunder, and all other applicable laws, and to the extent that this

policy may conflict with those laws they are controlling over these policies. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

Montgomery County, Maryland EARNED SICK AND SAFE LEAVE LAW

Montgomery County Code
Chapter 27 Human Rights and Civil Liberties, Article XIII

EFFECTIVE OCTOBER 1, 2016

Revised November 9, 2016

How is Earned Sick and Safe Leave Accrued?

An employee must accrue paid leave before accruing unpaid leave in a calendar year. Paid earned sick and safe leave must accrue at a rate of at least 1 hour for every 30 hours an employee works in the County.

An employer with FEWER THAN 5 EMPLOYEES:

- ✓ Must provide each employee with both paid and unpaid sick and safe leave for work performed in the County.
- ✓ Must not be required to allow an employee to:
- ✓ Earn more than 32 hours of paid earned sick and safe leave and 24 hours of unpaid earned sick and safe leave in a calendar year; or
- ✓ Use more than 80 hours of earned sick and safe leave in a calendar year.

An employer with 5 OR MORE EMPLOYEES must not be required to allow an employee to:

- ✓ Earn more than 56 hours of earned sick and safe leave in a calendar year; or
- ✓ Use more than 80 hours of earned sick and safe leave in a calendar year.

Permitted Uses of Earned Sick and Safe Leave:

- ✓ To care for or treat the employee's own illness (mental or physical), injury, or health condition.
- ✓ To obtain preventative medical care for the employee or their family member.
- ✓ To take care of a family member with an illness (physical or mental), injury, or health condition.
- ✓ When the employee's place of business or when the employee's family member's school or child care center has been closed by order of a public official due to a public health emergency.
- ✓ To care for a family member if a health official or health care provider determined the family member's presence in the community, due to exposure to a communicable disease, would jeopardize the health of others.
- ✓ Due to domestic violence, sexual assault, or stalking against the employee or the employee's family member. Leave must be used for medical attention, services from a victim services organization, legal services, or during the time that the employee has temporarily relocated.
- ✓ For the birth of a child or for the placement of a child with the employee for adoption or foster care.
- ✓ To care for a newborn, newly adopted, or newly placed child within one year for a newborn or adoption or placement.

An employer may not retaliate against an employee for exercising the rights granted by the Sick and Safe Leave Article.



If you think you have been subjected to a violation of any rights granted by the Earned Sick and Safe Leave Article, please contact:

Montgomery County Office of Human Rights
21 Maryland Avenue, Suite 330, Rockville, Maryland, 20850
240-777-8450, www.montgomerycountymd.gov/humanrights



New Jersey Addendum to the Tender Touch Employee Handbook

The following policy applies to New Jersey employees of Tender Touch only. If there is a conflict between the policies contained in the Employee Handbook and in this Addendum, the policy contained in this Addendum takes precedent. If any New Jersey employee has a question regarding the policy contained in this Addendum, or any other matter, please contact Human Resources.

Leave Under the New Jersey Family Leave Act (NJFLA)

The NJFLA is a New Jersey state law that provides eligible employees with up to 12 weeks of unpaid leave in any 24-month period for certain family medical reasons.

There are several important differences between the NJFLA and the FMLA, which are outlined below:

Employee Eligibility Requirements: All New Jersey employees are eligible for NJFLA leave if they have worked for the Company for a total of 12 months and they worked at least 1,000 hours during the 12 months prior to the proposed NJFLA leave.

NJFLA Leave Entitlement

The NJFLA provides eligible employees with up to 12 weeks of unpaid leave within a 24-month period for the following reasons:

1. The birth of a child or placement of a child for adoption or foster care (leave must conclude within 12 months of the date of birth or placement); or
2. The care of a family member with a serious health condition.

Under this policy, a “family member” includes the employee’s child, spouse, domestic partner, civil union partner, sibling, grandparent, grandchild, parent (including biological, adoptive or foster, or stepparents), parent-in-law, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.

The NJFLA does *not* cover an employee’s own serious health condition. It only covers the serious health condition of an eligible family member.

If an employee’s leave qualifies under the NJFLA and the FMLA, the leaves will be counted concurrently. If the conditions under both laws are met, then the more generous of the two laws would apply.

Please note that the FMLA provides time off from work due to an employee's own serious health condition, while the NJFLA does not provide such leave. Thus, even though an employee may utilize all of his or her allotted time under the federal FMLA due to his or her own serious health condition, the employee may subsequently be entitled to time off under the NJFLA in connection with the birth or adoption of a child or the serious illness of a parent, child or spouse.

Method of Calculation: The Company calculates the 24-month NJFLA period by measuring forward from the date an employee commences an NJFLA leave.

Intermittent Leave: The employee may take the leave on an intermittent or reduced leave schedule for up to 12 consecutive months for any one period of leave. The employee must make a reasonable effort to schedule reduced leave so as not to disrupt unduly the Company's operations. The employee must provide the Company with prior notice of in a reasonable and practicable manner.

Use of Accrued Paid Leave: If you have accrued PTO, sick days, or vacation, you may use such accrued time first and take the remainder of the twelve weeks of NJFLA leave as unpaid leave. All eligible leave, whether paid or unpaid, shall be applied against the total twelve (12) weeks of leave provided under the NJFLA.

Notice and Certification: The Company's FMLA notice, certification, re-certification, and certification on return to work requirements apply to NJFLA leaves.

Benefits During Leave: The Company's FMLA policy on benefits during leave shall apply to NJFLA leaves.

Legal Compliance: The Company's family and medical leave (FMLA and NJFLA) policies will be interpreted and applied in accordance with the federal Family and Medical Leave Act and regulations thereunder, the New Jersey Family Leave Act, and regulations thereunder, and all other applicable laws and regulations. To the extent that these policies may conflict with those laws they are controlling over this policy. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

New Jersey Paid Family Leave Insurance

New Jersey law provides eligible employees up to six (6) weeks of Family Leave Insurance ("NJFLI") benefits to:

- bond with a child during the first twelve (12) months after the child's birth, if the employee, or the domestic partner or civil union partner of the employee, is a biological parent of the child, or is a parent of the child pursuant to a valid gestational carrier agreement, or the first 12 months after the placement of the child for adoption or as a foster child with the employee; or
- care for a seriously ill family member, as defined by the NJFLI law, supported by a certification provided by a healthcare provider; or
- engage in activities for which unpaid leave may otherwise be taken for domestic violence pursuant to the New Jersey NJ SAFE Act Leave policy set forth above.

You are permitted to use any accrued paid time off to supplement your NJFLI benefits.

Employees intending to take continuous leave to bond with a newborn or newly adopted child must provide the Company with a minimum of thirty (30) days' notice prior to the commencement of the family leave, unless the time of the leave is unforeseeable. Employees intending to take

leave to care for a seriously ill family member on a continuous, non-intermittent basis must provide the employer with prior notice of the family leave in a reasonable and practicable manner, unless an emergency or other unforeseen circumstance precludes prior notice. Employees intending to take leave to care for a seriously ill family member on an intermittent basis must provide the employer with a minimum of fifteen (15) day notice prior to the commencement of the intermittent family leave unless an emergency or other unforeseen circumstance precludes prior notice.

Employees seeking to obtain intermittent NJFLI benefits in connection with the birth/adoption/placement in foster care of a child must provide the Company with at least 15 days' advance notice, unless an emergency or other unforeseen circumstance precludes prior notice; and the employee must make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the Company and, if possible, provide the Company, prior to the commencement of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

The Company will not retaliate against employees for taking or requesting NJFLI

NJ SAFE Act Leave

Under the NJ SAFE Act, eligible employees in New Jersey may take up to 20 days of unpaid leave in a 12-month period to address certain circumstances resulting from domestic violence or a sexually violent offense.

Employee Eligibility

- The employee must have worked for the Company for at least 12 months and at least 1,000 hours during the immediately preceding 12-month period.

Entitlement

- Leave under the NJ SAFE Act may be taken by an employee who was a victim of domestic violence or a victim of a sexually violent offense, in each case as those terms are defined by New Jersey law. Leave may also be taken by an employee whose family member was a victim of domestic violence or a sexually violent offense.
- For purposes of this policy, a "family member" includes the employee's child, spouse, domestic partner, civil union partner, sibling, grandparent, grandchild, parent (including biological, adoptive or foster, or stepparents), parent-in-law, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.
- Leave must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense.
- The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave will run concurrently with any PTO or paid sick time that the employee elects to use or which the Company requires the employee to use during any part of the 20-day period of unpaid leave.

- If an employee requests leave for a reason covered by the NJ Safe Act and the NJFLA and/or the FMLA, the NJ Safe Act leave will also count against the employee's entitlement under the NJFLA and FMLA, as applicable.

Reasons for Leave

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family member;
- Obtaining services from a victim services organization for the employee or the employee's family member;
- Obtaining psychological or other counseling for the employee or the employee's family member;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee's family member;
- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family member, including preparing for or participating in an civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
- Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's family member was a victim.

Employee Responsibility/Applying for Benefits

- To apply for NJ SAFE Act leave, an employee must, if the need for the leave is foreseeable, provide Human Resources with written notice of the need for the leave.
- Such written notice must be provided as far in advance as reasonable and practicable under the circumstances.
- The employee must also provide documentation of the domestic violence or sexually violent offense that is the basis for the leave. Documentation submitted will be retained in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized or required by a federal or state law, rule or regulation.

New Jersey Paid Sick Leave

The New Jersey Paid Sick Leave Act generally provides that employees in New Jersey are entitled to one hour of paid sick time for every thirty hours worked, up to a maximum of forty hours of sick time in a calendar year. To satisfy this requirement, New Jersey employees may use their paid sick days to which they are otherwise eligible under the Company's Sick Time Policy for any of the Covered Reasons

described below. New Jersey employees who are eligible for paid sick time under the Company's Sick Time Policy are still subject to the notice, usage, and documentation requirements below.

Paid sick time may be used for any of the following reasons ("Covered Reasons"):

- 1) Diagnosis, care, or treatment of, or recovery from, an employee's own mental or physical illness, including preventive medical care;
- 2) Aid or care for a family member during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, including preventive medical care;
- 3) Circumstances related to an employee's or their family member's status as a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: (i) medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; (ii) services from a designated domestic violence agency or other victim services organization; (iii) psychological or other counseling; (iv) relocation; and/or (v) legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
- 4) Closure of an employee's workplace or of a school/childcare of an employee's child because of a public official's order relating to a public health emergency; and
- 5) Time to attend the employee's child's school-related conference or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

For purposes of this policy, a "family member" includes a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

Paid sick time may be taken in increments of no less than four (4) hours at a time, unless an employee is scheduled to work less than four (4) hours during that shift, in which case such employee may take paid sick time in increments no less than the number of hours the employee was scheduled to work during that shift.

Eligible employees must provide reasonable notice of use of paid sick time. Where such need is foreseeable, employees must give at least seven days prior written notice. Where such need is not foreseeable, employees must provide notice as soon as practicable by emailing their manager or Human Resources. Employees should make a reasonable effort to schedule the use of paid sick time in a manner that does not unduly disrupt the Company's operations.

For an absence of more than three consecutive work days, eligible employees may be required to provide reasonable documentation that the paid sick time was used for a Covered Reason. Any information received concerning the health, or domestic or sexual violence of an employee or their family member will be treated as confidential and will not be disclosed except to the Company's Human Resources Department, the affected employee, or those who the employees has expressly authorized in writing.

The Company may take disciplinary action, up to and including termination, against an employee who uses paid sick time for purposes other than Covered Reasons.

Eligible employees who assert their rights to receive paid sick time will not be retaliated against.

Eligible employees will receive all paid sick and safe leave required by law, and this policy will be interpreted and applied, in accordance with the New Jersey Paid Sick Leave Act, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

New York Addendum to the Tender Touch Employee Handbook

The following policy applies to New York employees of Tender Touch only. If there is a conflict between the policies contained in the Employee Handbook and in this Addendum, the policy contained in this Addendum takes precedent. If any New York employee has a question regarding the policy contained in this Addendum, or any other matter, please contact Human Resources.

Jury Duty

New York employees will be eligible for time off for jury duty in accordance with the Company's Jury Duty Policy in the Employee Handbook. New York employees serving jury duty will be paid their usual compensation for the first three (3) days of jury duty after which any remaining time off will be unpaid.

Meal Periods

Any staff member who works a shift of more than six (6) hours, starting before 11:00 a.m. and continuing until 2:00 p.m. or after, must take an uninterrupted, unpaid lunch period of at least thirty (30) minutes between 11:00 a.m. and 2:00 p.m. Any staff member who works a shift of more than six (6) hours, starting between 1:00 p.m. and 6:00 a.m., is required to take a forty-five (45) minute meal break midway between the beginning and end of their shift. Staff who work a shift starting before 11:00 a.m. and continuing later than 7:00 p.m. must take a meal period of 30 minutes between 11:00 a.m. and 2:00 p.m., as well as an additional 20 minute meal period between 5:00 p.m. and 7:00 p.m.

Staff must log their meal period in the computerized time clock system under the "lunch" category. If you leave the building (for any reason) you must punch out and then punch back in when you return. The time spent out of the facility may be counted towards your lunch/meal period. The meal period is mandatory. Failure to take a meal period may result in disciplinary action up to or including termination. The meal period must be actual time off. The meal period may not be used at the end of the day as a means of leaving early.

Time Off to Vote

All New York employees who do not have at least four (4) consecutive hours outside of scheduled working hours while polls are open may take up to two (2) hours of paid time off at the beginning or at the end of their regular work day, if needed, to enable them to vote in any city, county, state or national election.

If a New York eligible employee needs working time off to vote, the employee should notify his/her immediate supervisor at least two (2) working days before the day of the election that s/he requires time off to vote in accordance with this policy.

New York Paid Sick Time

New York City's Earned Safe and Sick Time Act ("ESSTA") and New York State's sick leave law, generally provide that employees in New York are entitled to one hour of paid safe/sick time ("PSST") for every thirty hours worked, with the amount of PSST that can be used in a year capped at 56 hours. To satisfy these laws, New York employees may use up to 7 days (56 hours) of their

PTO days to which they are otherwise eligible under the Company's Paid Time Off Policy for any of the Covered Reasons described below, as of their hire date and each January 1 regardless of whether or not such PTO has yet accrued to them, without any condition on such use which is otherwise prohibited by applicable law. New York employees who are eligible for PTO under the Company's Paid Time Off Policy are not eligible for any PSST under this policy, however they are still subject to the notice, usage, and documentation requirements below. All other New York employees (i.e., those who are not eligible for PTO under the Company's Paid Time off Policy, including Part time and per diem employees) are eligible to accrue paid sick time at the rate of one (1) hour for every thirty (30) hours worked. There is no cap on accrual, but employees may not use more than 56 hours of PSST in any calendar year Employees begin accruing PSST on the first day of employment. For purposes of this policy, exempt employees will be deemed to have worked forty (40) hours each workweek. Any unused accrued paid sick time is carried over to the next calendar year, though employees can only use up to seven (7) days (56 hours) of PSST per calendar year. Employees will not be paid for accrued, unused PSST upon termination of employment or at any other time.

Paid sick time may be used for any of the following reasons ("Covered Reasons"):

- (1) An employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care;
- (2) Care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care;
- (3) Closure of the office by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or
- (4) To do any of the following on behalf of the employee or employee's family member who is a victim of a family offense matter, sexual offense, stalking, or human trafficking:
 - a) to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
 - b) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
 - c) to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
 - d) to file a complaint or domestic incident report with law enforcement;
 - e) to meet with a district attorney's office;

- f) to enroll children in a new school; and/or
- g) to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

For purposes of this policy, a "family member" includes a child (including biological, adopted, or foster child, a legal ward, or child of an employee standing in loco parentis), parent, stepparent, sibling (including a half, adopted or step sibling), grandparent, grandchild, spouse, domestic partner, or the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, or whose close association with the employee is the equivalent of a family relationship.

Employees may determine how much sick time they need to use, but no less than four (4) hours of sick time may be used at a time.

Eligible employees must provide reasonable notice of use of sick time. Where such need is foreseeable, employees must give at least seven days prior notice. Where such need is not foreseeable, employees must provide notice as soon as practicable by emailing their direct manager or Human Resources.

For an absence of more than three (3) consecutive work days, employees are required to provide reasonable documentation that such time was used for a Covered Reason. Employees will be allowed a minimum of 7 days from the date he or she returns to work to obtain such documentation.

The Company will not require the disclosure of details relating to an employee's or his or her family member's medical condition or require disclosure of details relating to an employee's or his or her family member's status as a victim of family offenses, sexual offenses, stalking, or human trafficking as a condition of using sick time. Health information about an employee or an employee's family member, and/or information concerning an employee's or his or her family member's status or perceived status as a victim of family offenses, sexual offenses, stalking or human trafficking obtained by the Company in connection with an employee's use of sick time under this policy will be treated as confidential and will not be disclosed, except as authorized by the employee and/or as required by law.

The Company may take disciplinary action, up to and including termination, against an employee who uses paid sick time for purposes other than Covered Reasons. Indications of abuse of sick time may include, but are not limited to, a pattern of use of unscheduled sick time on or adjacent to weekends, regularly scheduled days off, holidays, PTO, and/or taking scheduled sick time on days when other leave has been denied.

The Company will not retaliate against any employee who asserts his or her right to receive or take a paid sick day.

Eligible employees will receive all paid sick leave required by law, and this policy will be interpreted and applied, in accordance with New York City's Earned Safe and Sick Time Act, Section 196-b of the New York Labor Law, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Further, the

Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

Westchester Paid Safe Time- Westchester Employees Only

All Westchester employees who work for more than 90 days in a calendar year who are victims of domestic violence or human trafficking are eligible to take up to 40 hours of paid safe time in any year in order to (i) attend/testify in a criminal and/or civil court proceedings relating to domestic violence or human trafficking and/or (ii) to move to a safe location. Such leave may be taken in daily or hourly increments. Paid safe time leave under this policy is in addition to any PTO or PSST that Westchester employees are eligible to receive under the Company's Paid Time Off or Paid Sick Time policies.

When the need to take paid safe time is foreseeable, employees should make a good faith effort to provide advance notice of the use of paid safe time (with notification of the expected duration of the leave), and should also make a reasonable effort to schedule the leave in a manner that does not unduly disrupt the Company's operations.

The Company may request reasonable documentation from an employee that paid safe time has been used for a covered purpose. Reasonable documentation may include a copy of a police report, subpoena or court appearance ticket, or affidavit from an attorney or victims' assistance organization. Any information obtained by the Company regarding an employee or employee's family member in connection with an employee's use of paid safe time under this policy will be treated as confidential and will not be disclosed, except as authorized by the employee and/or as required by law.

Eligible employees who assert their rights to receive or use paid safe time will not be retaliated against.

Eligible employees will receive all paid safe leave required by law, and this policy will be interpreted and applied, in accordance with Westchester County's Safe Time Law, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Furthermore, the organization retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

New York Paid Family Leave

All eligible employees are entitled to Paid Family Leave ("PFL") pursuant to the New York Paid Family Leave Benefits Law ("NYSPFL"). The NYSPFL provides both a right to leave and paid benefits, for eligible employees for a "Covered Reason," as defined below.

In 2021 and beyond, eligible employees may receive up to twelve (12) weeks of PFL during any rolling 52-week period at 67% of their average weekly wage, up to a maximum of 67% of the New York Statewide Average Weekly Wage ("SAWW"), which is adjusted annually (the cap in 2021 is \$971.61/week). Pursuant to the NYSPFL, PFL will be funded by modest employee contributions deducted from employees' paychecks.

PFL may be only used for the following "Covered Reasons":

- providing care for a close family member (i.e., child, domestic partner, parent, grandparent, grandchild, or spouse) with a serious health condition, including physical or psychological care;
- bonding with newborn children during the first 12 months after birth, or newly placed foster or adopted children during the first 12 months after adoption or foster care placement; or
- qualifying exigency arising from a family member's service in the armed forces.

Employees whose regular schedule is 20 hours or more per week become eligible for PFL after 26 consecutive weeks of employment, and those whose regular schedules are less than 20 hours per week are eligible after 175 workdays (not calendar days). The Company may require certain proof of eligibility requirements depending on the type of PFL (e.g., medical certification, birth certificate, adoption paperwork, active duty military orders, etc.).

If the PFL is foreseeable and based on an expected birth, adoption placement or other qualifying event, employees must provide at least 30 days' notice before the leave is set to begin. If the leave is not foreseeable, such as when a medical procedure is scheduled with less than 30 days' notice, then employees should give notice as soon as practicable.

Leave can be taken intermittently in weekly or daily increments. However, employees must provide the Company with notice as soon as is practicable before each day of intermittent leave. For employees who regularly work less than five days per week, the maximum days are prorated based upon their schedule.

Any PFL period would run concurrently with any leave that an employee may be granted under the Family Medical Leave Act (FMLA). If an employee is eligible for both FMLA and PFL, leave may be designated as both FMLA and PFL leave.

During any period of PFL that runs concurrently with FMLA leave, you will be required to substitute all accrued PTO or any other applicable type of fully paid time off for all of this leave of absence, subject to the terms and conditions of such other paid time off policy. For any PFL that does not run concurrently with FMLA leave, employees may, but are not required to, substitute accrued PTO or any other applicable type of fully paid time off for some or all of the time off to which they are entitled under the NYSPFL, subject to the terms and conditions of such other paid time off policy. Employees who apply PTO during their PFL period will still receive all applicable rights and protections under the NYSPFL. If employees take paid time off at 100% of salary in lieu of PFL benefits, the Company may request reimbursement directly from its insurance carrier for any PFL benefits that otherwise would be due to the employee. Under no circumstance will employees be paid more than 100% of their base salary.

Employees will receive their existing health insurance benefits for the duration of the PFL as if they had not taken such leave and generally will be reinstated to the same or a comparable position upon their return, although employees do not accrue any seniority or other benefits during the duration of PFL. Employees should note that they have no greater right to reinstatement or to other benefits and conditions of employment than if they had not taken PFL (e.g., if due to economic conditions an employee would have been laid off regardless of whether or not the employee went on PFL, this employee will not be entitled to reinstatement). During leave,

employees must continue to make all required premium contributions; the Company will continue to pay for any portion of the premium the Company pays for while the employee is not on leave.

Employees whose schedules will never reach 26 weeks or 175 days in a 52-week consecutive period have the option to waive PFL and not make contributions.

Employees cannot collect both PFL and disability benefits at the same time. Combined, PFL and disability benefits must not amount to more than the 26-week benefit maximum during any 52 consecutive calendar weeks.

Employees must apply for PFL benefits by submitting the appropriate form to Arch Insurance, the paid family leave insurance carrier for the Company. Employees can acquire a copy of this form from Human Resources. However, as noted above, employees may be able to substitute fully paid leave under some circumstances, in which case the Company may directly file a claim for reimbursement from the insurance carrier.

Employees should complete the employee portion of the form (Part A) and submit the employer portion of the form (Part B) to Human Resources. The completed employer portion will be returned to the employee within three business days. Employees will also need to provide the insurance carrier with appropriate documentation of the need for leave, such as a birth certificate or documentation from a family member's health provider, and complete the appropriate form regarding that documentation. Employees are responsible for submitting the completed application to Arch Insurance.

Employees have the right not to be retaliated or discriminated against for exercising their rights under the NYSPFL, including the right to take PFL. Employees who believe that their NYSPFL rights have been violated have the right to file a complaint with the Workers' Compensation Board.

Any claim-related dispute, including eligibility, benefit rate, and duration of paid leave, arising under the PFL is subject to arbitration in accordance with the NYSPFL.

Eligible employees will receive all paid family leave required by law, and this policy will be interpreted and applied, in accordance with NYSPFL, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

New York State Emergency Quarantine Leave Policy

To help employees affected by COVID-19, New York State provides eligible employees with leave if they are unable to work because they are subject to a mandatory or precautionary order of quarantine or isolation issued by the state of New York, the department of health, local board of health, or any other authorized governmental entity. You are not eligible for NYS quarantine leave ("NYSQL") if you are asymptomatic or have not yet been diagnosed with any medical condition, and are physically able to work (including remotely) while under quarantine.

You will receive 14 calendar days of NYSQL at your regular rate of pay. During those 14 days, you will receive the amount you would have been paid for the 14-day period under your normal work schedule.

However, you will not be eligible for *paid* NYSQL, and your 14 days of leave will be unpaid (unless you choose to apply vacation or sick time under the Company's other policies) if you are subject to a quarantine because: (1) you voluntarily traveled to a country with level two or three health notice from the CDC or you voluntarily engaged in travel after June 25, 2020 to a state in respect to which New York has issued a travel advisory and requires you to quarantine after such travel; (2) your travel was not at the direction of the Company; and (3) you were given notice of the travel health notice and/or travel advisory and knew about this restriction before traveling. (The CDC travel health notices and NY travel advisory are available [here](#) and [here](#), respectively).

NYSQL is available on a retroactive basis, which means that you can take NYSQL if you are still currently under a mandatory or precautionary order of quarantine or isolation issued by an authorized government entity, even if that order was issued before March 18, 2020, for the duration of the quarantine period.

NYQSL benefits are in addition to any paid sick time provided under the Company's policies. You are not required to use existing accrued paid sick time under the Company's policies for a quarantine. Benefits under this policy will not be available to the extent you receive benefits under the federal FFCRA (either from EFMLA leave or EPSL) for the same period of leave. However, if this policy would provide benefits in excess of what you would receive under the FFCRA, you will receive such additional quarantine leave and/or benefits pursuant to this policy in the amount of the difference between such leave and/or benefits and those available under the FFCRA.

If an employee's minor dependent child is under a mandatory or precautionary order of quarantine or isolation due to COVID-19 issued by the state of New York, the Department of Health, local board of health, or any other authorized government entity, the employee may be eligible to take New York Paid Family Leave ("NYPFL") for the duration of quarantine/isolation. As with NYSQL, an employee is not eligible for such leave if they are able to work remotely. Employees who work a regular schedule of 20 or more hours per week, are eligible for such leave after 26 consecutive weeks of employment, and employees who work a regular schedule of less than 20 hours per week, are eligible after working for your employer for 175 days (which do not need to be consecutive). For further information on how to collect NYPFL benefits, please see the Company's New York State Paid Family Leave Policy or contact Human Resources.

Employees taking leave under this policy generally have the right to be reinstated to the position they held before taking leave or to a comparable position. However, you have no greater right to reinstatement or to other benefits and conditions of employment than you would have had if you had not taken the leave. For example, if due to economic conditions you would have lost your job regardless of whether or not you went on leave, you will not be entitled to reinstatement.

Employees have the right not to be retaliated or discriminated against for exercising their rights under this policy, including the right to take NYSQL. Any COVID-19 quarantine leave will not be counted as an absence that may lead to or result in discipline, discharge, demotion, suspension, or any other adverse action.

Eligible employees will receive all quarantine leave required by law, and this policy will be interpreted and applied, in accordance with New York law, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

Spousal Military Leave

New York employees are entitled to an unpaid leave of up to ten (10) days if your spouse is a member of the armed forces who has been deployed during a period of military conflict to a combat theater or combat zone of operations (or a member of the National Guard or Military Reserves deployed during a period of military conflict), when the servicemember is on leave from active duty. The Company will not retaliate against any employee for requesting or obtaining a leave of absence in accordance with this policy.

Bone Marrow Donation

The Company will grant unpaid leaves of absence to any New York-based employee who works, on average, more than twenty (20) hours per week to undergo a medical procedure to donate bone marrow. The combined length of such leaves shall be determined by the employee's physician, but may not exceed twenty-four work hours, unless agreed to by the Company. Employees may apply accrued PTO or sick days towards such leave, or take such days off as unpaid.

The Company will require verification by a physician for the purpose and length of each leave requested by the employee to donate bone marrow.

Reasonable notice of leave must be provided. Where an employee is making a scheduled bone marrow donation, they should notify their supervisor when such procedure is scheduled but, in no event, less than 24 hours prior to the day of donation. When the donation is unscheduled, the employee should notify their manager as soon as possible after receipt of the request to donate.

The Company will not retaliate against any employee for requesting or obtaining a leave of absence in accordance with this policy.

Blood Donation

All employees who work, on average, more than twenty (20) hours per week may take up to three (3) hours of unpaid leave during any twelve (12) month period to donate blood. Employees wishing to take such leave should give advance notice to their supervisor of their intention to take blood donation leave at least three (3) working days before the intended leave. The Company will allow such leave on shorter notice if an employee experiences an emergency requiring that he or she donate blood for his or her own surgery, or that of a family member. Employees who take leave under this policy must provide the Company with written documentation of their blood donation or good-faith effort to donate blood. Employees may apply accrued PTO or sick days towards such leave, or take such days off as unpaid. The Company will not retaliate against any employee for requesting or obtaining a leave of absence in accordance with this policy.

Victims of Crimes

The Company will grant reasonable unpaid time off for New York employees who have been victims of crimes, or whose immediate family members have been victims of crimes, in order to appear as a witness in court or to consult with the district attorney. Employees also may take time off to (i) attend court if they are subpoenaed to attend a criminal proceeding as a witness or making a victim statement in a criminal sentencing, (ii) to attend family court, including applying for a protection-from-abuse order or enforcing that order if the employee is the victim of domestic abuse, and/or (iii) to work with prosecutors in preparing a victim impact statement.

Employees may apply accrued PTO or sick days towards such leave, or take such days off as unpaid.

Employees must give the Company at least one day of notice of their desire for time off under this policy. The Company reserves the right to ask for proof that the employee is requesting leave for this purpose.

Emergency Response Leave

New York employees who are volunteer firefighters or volunteer ambulance personnel are entitled to unpaid leave whenever the governor declares a state of emergency for as long as the employee is engaged in the actual performance of his or her duties as an emergency responder. Employees requesting emergency response leave under this policy must provide written documentation from the head of the employee's fire department or volunteer ambulance service notifying the Company of the employee's status as an emergency responder. Following the leave, the Company may also require the employee to provide a notarized statement from the head of the employee's fire department or volunteer ambulance service certifying the period of time that the employee responded to the emergency.

Employees may apply accrued PTO days towards such leave, or take such days off as unpaid.

Temporary Work Schedule Changes – for New York City employees only

New York City law generally provides that eligible employees in New York City are entitled to request and receive two (2) temporary work schedule changes per calendar year, for up to one (1) business day per request, where such request is due to a Personal Event (as defined below). For purposes of this policy, a "temporary work schedule change" means a limited alteration in the hours, times and/or locations where an employee is expected to work and includes (but is not limited to) using paid time off, working remotely, swapping or shifting work hours and/or using short-term unpaid leave. Eligible employees may request and receive temporary work schedule changes beginning on their 120th day of employment.

A temporary work schedule change may be requested for any one of the following reasons ("Personal Events"):

- The need for a caregiver to provide care to a minor child or care recipient.
- An employee's need to attend a legal proceeding or hearing for subsistence benefits to which the employee, a family member or the employee's care recipient is a party; or
- Any Covered Reason under the NYC Earned Safe and Sick Time Act (see above New York City Sick Time Policy)

For purposes of this policy, a "caregiver" means a person who provides direct and ongoing care for a minor child or a care recipient. A "care recipient" means a person with a disability who is (i) a family member or a person who lives in the caregiver's household and (ii) relies on the caregiver for medical care or to meet the needs of daily living.

An employee may choose to use two (2) business days for one temporary work schedule change, in which case the employee will not be entitled to a second request for a temporary work schedule change for the remainder of that calendar year.

Notice

Eligible employees must notify their direct supervisor or Human Resources as soon as they become aware of the need for a temporary work schedule change and inform their supervisor or Human Resources that the change is needed due to a Personal Event. Employees should also indicate the type of temporary work schedule change they are requesting (e.g., use of paid time off, working remotely, etc.) at the time they give such notice. Notice of the need for a temporary work schedule change and the type of change being requested may be provided verbally or in writing. The Company will respond to this initial request as soon as is practicable.

To the extent that the employee's initial request is made verbally, the employee must follow up with a request in writing (email is fine) no later than the second business day after the employee returns to work following the temporary work schedule change. This written request should state: (1) the date for which the temporary work schedule change was requested; (2) the type of change requested; and (3) that the change was due to the employee's Personal Event.

Upon receiving the employee's written request, the Company will provide the employee with a written response within 14 days stating: (1) whether the Company agrees or has agreed to the temporary work schedule change in the manner requested by the employee, or whether the Company agrees or has agreed to provide the temporary work schedule change as leave without pay; (2) if the Company is denying the request for a temporary work schedule change, the reasons for such denial; and (3) how many requests and business days the employee has left in the calendar year for temporary work schedule changes taking into account the Company's decision in the written response.

Interaction with Leave Taken Under NYC Earned Safe and Sick Time Act

If the temporary work schedule change requested by an employee is to use paid time off for a Covered Reason under the NYC Earned Safe and Sick Time Act (see above New York City Sick Time Policy) such paid time off will run concurrently with any PTO available for the employee to use, per the Company's policies. The employee may, but is not required, to use any accrued paid sick time for a temporary work schedule change for a Covered Reason under the NYC Earned Safe and Sick Time Act.

NYC Reasonable Accommodations and Cooperative Dialogue Policy

In accordance with the New York City Human Rights Law, the Company will provide reasonable accommodations for employees who may require an accommodation: (i) related to a disability; (ii) related to pregnancy, childbirth or a related medical condition; (iii) for religious needs; or (iv) for needs as a victim of domestic violence, sex offenses or stalking. A reasonable accommodation is a change made to the work schedule, job duties and/or work environment of an employee to accommodate their specific needs and allow them to perform the essential functions of their job.

To initiate the process of determining a reasonable accommodation, the employee and the Company will begin a cooperative dialogue. The cooperative dialogue between the employee and the Company involves an evaluation of the employee's accommodation needs, consideration of potential accommodations that may address such needs, including alternatives to a requested accommodation, and possible accommodations that would allow the employee to perform the essential requirements of their job without creating an undue hardship for the Company.

For employees who are victims of domestic violence, potential reasonable accommodations under this policy may include granting reasonable time off from work for the employee to do the following: (i) seek medical attention for injuries caused by domestic violence; (ii) obtain services from a domestic violence shelter, program, or rape crisis center or obtain psychological counseling; (iii) participate in safety planning or to take other actions to increase safety from future incidents of domestic violence; and/or (iv) obtain legal services, assist in the prosecution of the offense, or appear in court in relation to the incident of domestic violence.

Employees who have the need for a reasonable accommodation under this policy may contact Human Resources in person, by phone, by e-mail. Upon receipt of an accommodation request, Human Resources will contact the employee to discuss the employee's needs and consider the possible accommodations that would allow the employee to perform the essential requirements of their job or enjoy the right(s) in question, without creating an undue hardship for the Company.

Employees requesting an accommodation due to disability, pregnancy, childbirth, or a related medical condition may be required to provide medical certification from their health care provider that includes the health care provider's diagnosis of the employee's condition, specific limitations or restrictions, and suggested accommodation(s).

The Company will determine the feasibility of the requested accommodation by considering various factors, including, but not limited to, the nature and cost of the accommodation, the Company's overall financial resources and organization, and the accommodation's impact on the Company's operations, including its impact on the ability of other employees to perform their duties and on the Company's ability to conduct business.

Once a conclusion is reached, either to offer the requested accommodation or an alternative accommodation, or that no accommodation can be made, the Company will promptly provide the employee with a final written determination identifying specifically any accommodation granted or denied.

The Company is also committed to complying with all applicable provisions of the Americans with Disabilities Act, the New York State Human Rights Law, and the New York City Human Rights Law. In accordance with these laws, it is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job.

The Company expressly prohibits any form of discipline, reprisal, intimidation or retaliation against any individual for requesting a reasonable accommodation in good faith.

Lactation Breaks

The Company will provide reasonable break time to nursing employees to pump (i.e., express breast milk) pursuant to section 206-c of the New York Labor Law. In addition, the Company will provide nursing employees access to a sanitary lactation room, other than a restroom, in reasonable proximity to the employee's work area. The room will be shielded from view and free from intrusion, and will have a chair, surface on which to place a breast pump and other personal items, and electrical outlet. Employees will also have nearby access to a sink and a refrigerator suitable for breast milk storage.

If the designated room is also used for other purposes, then the sole function of the room will be as a lactation room while an employee is using the room to pump. The Company will also provide notice to other employees that the room is given preference for use as a lactation room.

New York City employees have the right to request a lactation room by submitting such request to Human Resources in writing. Human Resources will respond to an employee's request within five (5) business days. If two or more employees need to use the lactation room at the same time, they should contact the Human Resources Department at hr@tendertouch.com.

If an employee's request for a lactation room creates an undue hardship on the Company, the Company will engage in a cooperative dialogue with the employee in accordance with New York City law.

Non-Discrimination and Non-Retaliation for Employee or Dependent's Reproductive Health Decisions

The Company prohibits discrimination and retaliatory action against any employee with respect to compensation, terms, conditions or privileges of employment because of or on the basis of the employee's, or the employee's dependent's, reproductive health decision-making, including but not limited to a decision to use or access a particular drug, device or medical service relating to reproductive health. Furthermore, the Company will not interfere with employees' right to make their own reproductive health care decisions, including use of a particular drug, device or medical service, and employees cannot waive this right.

The Company will not access an employee's personal information regarding the employee's, or the employee's dependent's, reproductive health decision making without the employee's prior informed affirmative written consent.

Any employee who has experienced any discrimination or retaliatory action in violation of this policy should inform Human Resources immediately. Aside from this internal process, employees may also pursue a private civil action which, if successful, could result in collection of monetary damages, attorneys' fees, costs, and civil penalties, or ordering the Company to take action to stop the alleged discriminatory or retaliatory conduct.

Smoke-Free Workplace

The Company is committed to enforcing the provisions of the New York Public Health Law, New York City Smoke-Free Air Act, and other laws applicable to our offices. In order to maintain a safe, clean, and comfortable working environment and to ensure compliance with applicable laws, the Company maintains a smoke-free environment within the building. Smoking and vaping the use of e-cigarettes is not allowed in the Company offices, including all indoor areas and company-owned vehicles. E-cigarettes include e-hookahs, e-cigars, vape pens and similar products. The use of e-cigarettes of any kind is not allowed in the workplace under this policy.

Employees who smoke outside the building should be mindful of disposing their cigarette butts in appropriate trash receptacles to avoid littering nearby sidewalks and the Company property. The Company strives to represent a positive impact on the community and your respectfulness of this policy will go a long way toward solidifying a clean and safe environment and a positive relationship with the community.

Any employee who violates this policy may be subject to disciplinary action. Any complaints or conflicts regarding this policy should be directed to the Human Resources. No retaliatory adverse action will be taken against anyone who attempts to exercise his or her rights under this policy.

Anti-Harassment Policy and Compliant Procedure

In addition to the Anti-Harassment Policy and Compliant Procedure set forth in the Employee Handbook, the following policies apply to all New York employees:

Employees submitting complaints about discrimination or harassment may do so using the enclosed Complaint Form enclosed with this policy.

Sexual harassment is not only prohibited by the Company but is also prohibited by federal, state and, where applicable, local law. Sexual harassment is unlawful under New York law when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful under New York law, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences. Aside from the internal process at the Company (as set forth in the Anti-Harassment, Discrimination, and Retaliation Policy in the Employee Handbook), employees may also choose to pursue legal remedies under the following laws, with the governmental entities described below.

New York State Human Rights Law (the “NYSHRL”): The NYSHRL applies to all employers in New York State with regard to sexual and other unlawful harassment and protects employees, paid or unpaid interns and third parties, regardless of immigration status. A complaint alleging violation of the NYSHRL may be filed either with the Division of Human Rights (the “DHR”) or in New York State Supreme Court. Complaints with the DHR may be filed any time within one year of the harassment (three years beginning Aug. 12, 2020 for sexual harassment claims). If an individual did not file at the DHR, they can sue directly in state court under the NYSHRL within three years of the alleged harassment.

The DHR will investigate your complaint. If it is ultimately found that sexual harassment has occurred, remedies may include monetary damages, attorneys’ fees, civil fines or ordering the employer to take action to stop the harassment.

The DHR’s main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. For more information, visit www.dhr.ny.gov.

Civil Rights Act of 1964: The Equal Employment Opportunity Commission (the “EEOC”) enforces federal anti-discrimination laws, including Title VII of the Civil Rights Act of 1964. An individual can file a complaint with the EEOC anytime within 300 days from the sexual harassment. A complaint must be filed with the EEOC before you can file in federal court. Federal courts may award remedies if discrimination is found to have occurred.

Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual has filed a complaint with the DHR, the DHR will cross-file the complaint with the EEOC to preserve the right to proceed in federal court.

New York City Human Rights Law: Employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Local Law Enforcement: If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

COMPLAINT FORM

If you believe that you have been subjected to sexual harassment or other unlawful harassment, you are encouraged to complete this form and submit it to Human Resources by emailing it to the to the Director of Human Resources at hr@tendertouch.com or the Compliance Officer at compliance@tendertouch.com.

Once you submit this form, the Company will investigate any claims pursuant to its **Harassment and Discrimination Prevention Policy**. If you are more comfortable reporting verbally or in another manner, the Company will also investigate any claims pursuant to the policy above. You will not be retaliated against for filing a complaint.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace
COMPLAINANT / YOUR INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: Email Phone In Person

SUPERVISOR INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

COMPLAINT INFORMATION AND DETAILS

1. Your complaint of sexual and/or other harassment is made against:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: Supervisor Subordinate Co-Worker Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual harassment and/or other unlawful harassment occurred:

Is the sexual harassment and/or other unlawful harassment continuing?

Yes No

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

The last question is optional, but may help our investigation.

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____

Date: _____

Pennsylvania Addendum to the Tender Touch Employee Handbook

The following policy applies to Pennsylvania employees of Tender Touch only. If there is a conflict between the policies contained in the Employee Handbook and in this Addendum, the policy contained in this Addendum takes precedent. If any Pennsylvania employee has a question regarding the policy contained in this Addendum, or any other matter, please contact Human Resources.

Crime Victim Leave

All Pennsylvania employees are eligible to take unpaid leave to attend court by reason of being a victim of, or a witness to, or where the employee's family member is a crime victim or a witness to crime. Employees may take such leave as unpaid or apply any accrued, unused PTO or sick days.

For purposes of this policy, a family member includes (1) anyone related to the employee by blood or affinity; (2) anyone maintaining a common-law relationship with that individual; or (3) anyone residing in the same household with that individual.

Employees are expected to provide their manager with reasonable notice of the need for witness duty and crime victim leave.

Pennsylvania Military Leave

Unpaid military leave will be granted, under Pennsylvania law, in time of war or emergency to Pennsylvania employees who enlist or are in the reserves. For the first 30 days of military leave, the Company will continue health insurance and other benefits. After that time, the employee will be given the option to continue the benefits at his or her own expense. Military leaves of absence under Pennsylvania law expire 90 days after the period of duty in the U.S. military and 30 days after National Guard duty.

Upon completion of military leave, employees will be restored to the positions held or to positions of like seniority, status and pay, unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so. If a person sustained a disability and cannot perform the job, the employee will be restored to another position that the employee is qualified to perform and that will provide similar seniority, status and pay.

Emergency Response Leave

Pennsylvania employees who are a volunteer fireman, a volunteer member of the fire police or a volunteer member of an ambulance service or rescue squad are eligible for unpaid time off in order to respond to a call before their scheduled start time. Employees must provide the Company with reasonable notice if they will need to take such time off.

Paid Sick Time (Philadelphia Employees Only)

Philadelphia's Promoting Healthy Families and Workplaces Ordinance generally provides that eligible employees who work at least forty (40) hours a year in Philadelphia are eligible to accrue one hour of paid sick time for every forty hours worked, up to a maximum of forty (40) hours in a calendar year. To satisfy this requirement, Philadelphia employees may use their paid sick days to which they are otherwise eligible under the Company's Sick Time Policy for any of the Covered Reasons described below. Pennsylvania employees who are eligible for sick days under the Company's Sick Time Policy are still subject to the notice, usage, and documentation requirements below.

Sick time may be used for any of the following reasons ("Covered Reasons"):

- 1) The employee has a mental or physical illness, injury, or health condition, the employee needs to get a medical diagnosis, care, or treatment of his/her mental or physical illness, injury, or condition, or the employee needs to get preventive medical care;

- 2) To care for the employee's family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care; or
- 3) Where an employee or an employee's family member is a victim of domestic abuse, sexual assault, or stalking, to obtain for the employee or the employee's family member (a) medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence or stalking; (b) services from a victim services organization; (c) psychological or other counseling; (d) relocation due to the domestic or sexual violence or stalking; or (e) legal services or remedies, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

For purposes of this policy, a "family member" includes a child (biological, stepchild, adopted, foster or a child to whom the employee stands in loco parentis), legal guardian or ward, parent (biological, foster, stepparent, adoptive, or a person who stood in loco parentis when the employee was a minor child), spouse, life partner, grandchild, grandparent or spouse of a grandparent, sibling or spouse of a sibling, and the parent or legal guardian of the employee's spouse.

When the need to use paid sick time is foreseeable, e.g., for a scheduled doctor's appointment, the employee must provide advanced notice to his/her supervisor of the need for such time. Where the need to use paid sick time is not foreseeable, you must notify your immediate supervisor before your scheduled starting time, or as soon as practicable if the need arises immediately before your start time.

Employees classified as exempt may take sick time in 1-hour increments. Nonexempt employees should record their absences in exact time increments to the quarter hour (e.g., 1.5 hours, 6 hours, 2.75 hours).

For an absence of three (3) or more consecutive work days of paid sick time, employees may be required to provide reasonable documentation that such time was used for a Covered Reason. However, the Company will not require that the documentation explain the nature of the illness or the details of the violence. The Company may take disciplinary action, up to and including termination, against an employee who uses paid sick time for purposes other than Covered Reasons.

For further information regarding the Philadelphia Promoting Healthy Families and Workplaces Ordinance, see attached poster.

Eligible employees who assert their rights to receive paid sick time will not be retaliated against.

Eligible employees will receive all paid sick leave required by law, and this policy will be interpreted and applied, in accordance with Philadelphia Promoting Healthy Families and Workplaces Ordinance, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

Philadelphia's Paid Sick Time

Promoting Healthy Families and Workplaces

EFFECTIVE MAY 13, 2015



Starting **May 13, 2015** employees who work at least 40 hours a year within the City of Philadelphia limits will be eligible to earn paid/unpaid sick leave.

- Employees are eligible to earn 1 hour of sick time for every 40 hours they work.
- Employers with 10 or more employees are required to provide paid sick leave. Employers with 9 or fewer employees are required to provide unpaid sick leave.
- A maximum of 40 sick time hours may be earned in a calendar year. Accrued sick time may be used after an employee has worked a minimum of 90 days. Accrual begins May 13, 2015 for all current employees.
- Earned sick time can be used for the employee's own health needs, to care for a family member or for leave due to domestic abuse or sexual assault.
- If an employer refuses to provide earned sick time or retaliates against employees for utilizing sick time, the employee can make a formal complaint to the City of Philadelphia's Sick Leave Agency after September 2015.

Employers must notify employees that they are entitled to sick time, the amount of sick time and the terms of its legal use.

Bill No. 141026

EMPLOYEES COVERED

- Work in the City of Philadelphia
- Work at least 40 hours a year

EMPLOYEES NOT COVERED

- Independent Contractors
- Seasonal Workers
- Adjunct Professors
- Employees hired for a term of less than 6 months
- Interns
- Pool employees
- Employees covered by collective bargaining agreements
- State and federal employees

EMPLOYER INFORMATION

- Employers with 10 or more employees must provide paid sick leave.
- Large chains with employees who work within the City of Philadelphia limits must provide paid sick leave.
- Employers with 9 or fewer employees must provide unpaid sick leave.

FOR MORE INFORMATION- SUBMIT QUESTIONS TO: paisickleave@phila.gov

Updated 4/23/2015

Virginia Addendum to the Tender Touch Employee Handbook

The following policy applies to Virginia employees of Tender Touch only. If there is a conflict between the policies contained in the Employee Handbook and in this Addendum, the policy contained in this Addendum takes precedent. If any Virginia employee has a question regarding the policy contained in this Addendum, or any other matter, please contact Human Resources.

Crime Victim Leave

Virginia employees may take time off without pay if they are a victim of a crime, to attend all criminal proceedings relating to the crime, as long as you have provided to your manager a copy of any notice or form provided by the law-enforcement agency regarding the scheduled criminal proceeding. The Company reserves the right to limit such leave if the employee's time off would create an undue hardship on the Company's business. Employees must notify the Company of the need for time off for any of these reasons prior to the absence. Employees who do so will not be penalized for such absence(s). Employees may use available PTO or sick days, or take such days as unpaid.

Jury Duty/ Court Appearances

Virginia employees who are summoned to serve on jury duty or who are subpoenaed to appear in any court proceeding will be granted time off. Employees may use available PTO days or take such time off as unpaid. Please provide your jury duty summons or subpoena to your supervisor as soon as possible so that proper arrangements can be made to cover in your absence.

Military Leave

Virginia employees who are members of the Virginia National Guard or Virginia Defense Force, or who are Virginia residents and members of the National Guard of another state, and who serve state active duty or military duty are eligible for unpaid military leave during any period of qualifying military service. Employees may, but are not required, to apply accrued PTO time during such leave, or take the entire leave as unpaid.

An employee released from military duty must apply in writing to the Company for reemployment within either: (i) 14 days of his/her release from duty or from hospitalization following release, where the employee's absence was less than 180 days, or (ii) 90 days of his/her release from duty or from hospitalization following release, if the length of the employee's absence exceeds 180 days.

Generally, employees will be reinstated to their positions upon returning from leave. If the employee's office or position has been eliminated during the employee's leave, the employee will be reinstated in either a comparable position with similar seniority, pay and status, or a comparable vacant position for which the employee is qualified, unless doing so would be unreasonable. Employees whose military duty exceeds five years forfeit their rights to reemployment.

Election Leave

Employees who are appointed by an electoral board to serve at a polling place for any election are eligible for unpaid leave to serve in an election. Employees may, but are not required, to use PTO days during such leave.

Employees must provide reasonable notice to the Company if he or she seeks to take election leave under this policy.