LOTUS
ASSISTED LIVING

EMPLOYEE HANDBOOK

CONTENTS

WELCOME & INTRODUCTION **3**
MISSION STATEMENT **4**
PLEDGE **4**

Section 1 – Standards of Service **5**

Section 2 – Recruitment and Selection of Employees **6**
2.1 Equal Employment Opportunity
2.2 Employees with Disabilities
2.3 Employment Eligibility
2.4 Employment of Relatives
2.5 Background Checks
2.6 Application Information
2.7 Job Description and Assignment of Duties
2.8 Training Requirements
2.9 Employee Wellness (TB testing, Physical Capacities Test, Hepatitis B Vaccine)

Section 3 – Employment Status, Scheduling and Compensation **8**
3.1 Initial Evaluation Period
3.2 Employment Classifications
3.3 Hire Date
3.4 Scheduling
3.5 Overtime
3.6 Pay Administration
3.7 Payroll Information
3.8 Time Reporting
3.9 Payroll Deductions
3.10 Employment Verification and References
3.11 Salary Advances
3.12 Procedure for Intra-company Transfers
3.13 Leaving the Company

Section 4 – Teamwork and Standards of Conduct **13**
4.1 Cooperation and Teamwork
4.2 General Policies, Standards and Practices
4.3 Attendance and Punctuality
4.4 Meal Period and Rest Break Policy
4.5 Substance Abuse
4.6 Smoking
4.7 Outside Employment
4.8 Confidentiality, Privacy and Release of Medical Information
4.9 Public Statements/Release of News
4.10 Personal Visitors, Personal Use of Telephones, Equipment, and Supplies
4.11 Computer , Email, and Internet Use
4.12 Social Media
4.13 Fraternization
4.14 Gifts or Gratuities
4.15 Witnessing Wills and Legal Documents

4.16 Endorsements
4.17 Soliciting and Distribution
4.18 Safety Rules, Incident Reporting
4.19 Fire Prevention / Management
4.20 Policy Against Harassment, Including Sexual Harassment
4.21 Abuse Prohibition
4.22 Violence Prevention

Section 5 – Employee Evaluations and Corrective Action 25
5.1 Employee Evaluations
5.2 Corrective Action and Termination
5.3 Reporting Improper Actions
5.4 Grievances

Section 6 – Benefits and Sharing Success..... 29
6.1 Benefit Summary
6.2 Benefit Summary Table
6.3 Holiday Pay
6.4 Paid Time Off
6.5 Health Insurance
6.6 Dental Insurance
6.7 COBRA
6.8 Expense Reimbursement
6.9 Weather Conditions
6.10 Employment Insurance
6.11 Leaves of Absence

Section 7 – General Information 40
7.1 Monthly In-service
7.2 Dress Code
7.3 Employee Information
7.4 Lost and Found
7.5 Personal Property
7.6 Privacy at Work
7.7 One Last Word

EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGEMENT 43

WELCOME & INTRODUCTION

Congratulations and welcome! You have been asked to join our team because of your abilities, experience, and the quality of your past performance. We hope your skills and personality will contribute to our mission to provide the best possible quality of life to our residents and to treat them, our staff, and the community like family.

This handbook contains general statements of our policies for your information. It applies to all employees. We hope you find it useful. Please read it carefully, and keep it handy for future reference.

Lotus Assisted Living must be able to respond flexibly to changing circumstances as they arise. For this reason, this handbook does not promise specific treatment in specific situations. Our policies and practices, including the compensation and benefits we provide, are subject to changes and exceptions without prior notice, at our discretion. All decisions regarding the application or interpretation of our policies and practices are also at our discretion. This applies to all of our policies and practices, whether formal or informal, and whether or not contained in this handbook, except as described in the next paragraph.

We are committed to maintaining a workplace free from unlawful discrimination or harassment. You are entitled to rely on the policies in this handbook for reporting instances of discrimination or harassment.

We hope you will have a productive and rewarding relationship with us. Nonetheless, employment terminations can occur, and you should understand that your employment with us is at will. This means that just as you are free to resign at any time, we reserve the right to discharge you at any time, with or without cause or advance notice, and without compensation except for time actually worked, provided the termination is not done for a discriminatory reason in violation of law.

Only Lotus 's ownership has authority to bind us to policies or agreements that conflict with or supplement this handbook. This handbook supersedes all previous policies, agreements, and representations, oral or written, on the subjects covered.

LOTUS ASSISTED LIVING, LLC
4633 South Ivory Circle
Aurora, Co 80015

Novi Oei – Administrator
Jordan Oei – Facility Director

LOTUS ASSISTED LIVING MISSION STATEMENT

"To provide the best possible quality of life to the persons we serve"

Lotus Assisted Living promises to always remain mindful of our mission statement during every client and resident act, interaction, task and communication.

CORE VALUES

Our mission will be achieved through the application of our core values, which include:

- serving all persons, from clients to community, like they are family;
- developing and maintaining positive relationships with our clients, residents, employees;
- providing the same exceptional care to all clients and residents regardless of social or economic status;
- providing exemplary physical, emotional, and compassionate care through quality staff performance, personalized services and effective operations;
- treating and interacting with our clients with respect, dignity, compassion, empathy, honesty, and integrity while recognizing and maintaining confidentiality of personal information;
- developing a work force of talented, dedicated, and compassionate staff in a work environment of fairness, opportunity for personal and professional growth, self-expression, and respect.

PLEDGE

In order to establish and maintain the highest standards of excellence in health care, Lotus ALF pledges to operate under the following standards:

To Maintain the Highest Ethical Relationships – with our residents and their families, employees, suppliers, and competitors.

To Provide Maximum Satisfaction for Our Customers – through quality performance, thoughtful personalized service, and efficient and effective operations.

To Assure Our Employees of Fair and Equitable Compensation – and the opportunity for individual self-expression and continuous personal growth.

To Assure Our Employees a Safe Working Environment.

To Earn Satisfactory Long-Run Profits – so as to maintain the health of the company and assure the availability of the necessary capital for continuing growth.

To Anticipate the Future Needs of the People we Serve – and develop the plans necessary to meet those needs.

To Fulfill Our Obligations to Our Free Competitive Society – by constantly developing new and improved techniques and methods and procedures that will assure our progress and growth.

- Section 1 -

Standards of Service

Lotus has set high standards of service and behavior, which it has the right to expect from its employees to ensure high quality health care. We urge you to assume full responsibility for our reputation in the community. Be uncompromising in your honesty and integrity. Always make sure your personal conduct is the very best it can be. A moment of carelessness or discourtesy may break down goodwill we have been building for a very long time. Remember, residents and the community judge Lotus by its employees' conduct, compassion, enthusiasm, and pride.

It is always more gratifying to work in an atmosphere of integrity and trust. It is your responsibility to help maintain this atmosphere. Therefore, Lotus Assisted Living employees are expected to:

1. Obey all laws.

2. Follow all policies and procedures and keep informed of policy and procedural changes. This will help ensure quality care to our patients, residents, and their families. You should always strive to provide quality service and feel good about a job well done.

3. Be courteous and helpful. Make certain everyone you encounter, over the telephone and in person, receives consideration and superior service.

4. Be a good listener. Whether you are dealing with a resident, family member or an employee, listen to their point of view. Understand occasional frustration or anger.

5. Ask questions. Ask your supervisor any questions you may have about your job and company guidelines. Ask residents and their families, questions that will help you help them.

6. Be a team player. Make an effort to understand exactly how your work affects others.

7. Dress neatly and professionally. The way you look reflects not only how you feel about yourself, but also how your feel about the people we serve. Please follow the Lotus uniform policy at all times.

8. Help us maintain a neat, clean, and safe working environment. This allows all staff to work safely, find things when they're needed, and uphold Lotus 's professional image.

Violations of these standards of service are unacceptable and may result in corrective action, including possible termination.

- Section 2 -

Recruitment and Selection of Employees

2.1 - Equal Employment Opportunity

Lotus Assisted Living is an equal opportunity employer. This means we do not discriminate in employment decisions on the basis of race, color, national origin, citizenship status, creed, religion, sex, age, marital status, disability, political ideology, veteran status, or any category protected by federal, state or local laws. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, reduction in force, recall, transfer, leaves of absence, compensation and training.

2.2 – Employees with Disabilities

We fully comply with our legal duty to provide reasonable accommodations to allow people with disabilities to apply for and perform their jobs. If you have a disability that affects your ability to perform the essential functions of your job you must let us know as soon as possible. We will then discuss with you the reasonable accommodations we may be able to provide to enable you to perform the essential functions of your job. If you become unable to perform the essential functions of your job, even with reasonable accommodation, please ask about assistance in identifying and applying for other jobs at the company that may become available and which you may be qualified.

2.3 - Employment Eligibility

Within three business days of hire or rehire, all new employees are required to present documentation sufficient to establish their identity and eligibility to work in the United States, and to sign INS Form I-9. A Social Security card and driver's license will be adequate documentation in most cases. Employees generally must be 18 years of age or older. Persons under 18 years of age may be hired only with the approval of a parent or guardian and with presentation of all work permits required by law. We have no maximum age limitation for employment.

Many positions in our company require special state licensing, credentials, or permits. If you are required to be credentialed as written in your job description, you will need to present current documentation that supports this job requirement, prior to performing any duties. A condition of continued employment requires maintaining required credentials in an unencumbered, active status.

2.4 - Employment of Relatives

It is our policy not to discriminate in employment decisions or policies on the basis of marital status. Lotus Assisted Living permits the employment of qualified spouses and other relatives of current employees unless we conclude the employment would place one or both of the relatives in a situation of actual or reasonably foreseeable conflict between their interests and ours, such as if one spouse would have the authority or practical power to supervise, appoint, remove, or discipline the other, or one spouse would be responsible for auditing the work of the other. "Relatives" are spouses, children, parents, siblings, grandparents, grandchildren, aunts, uncles, first cousins, and corresponding in-laws or "step" relations.

This policy applies to employees who marry while employed by Lotus Assisted Living. No employee will be discharged due to a conflict of interest because he / she has married another employee unless the conflict cannot be resolved by transferring one or both employees. If the conflict cannot be resolved, the spouses, not Lotus Assisted Living , will decide which spouse will keep the job.

We prohibit the employment of relatives of policy level officers of customers, competitors, regulatory agencies and others with whom we deal where necessary in order to avoid the reality or appearance of improper influence or favor, or to protect our confidential information.

2.5 - Background Checks

In considering an applicant for hire, Lotus Assisted Living will conduct an investigation of the applicant's criminal background in accordance with the State that Lotus Assisted Living operates in. A conviction record

may, but will not automatically, bar an applicant from employment. Management will consider the applicant's criminal history, supplemental information, and mitigating information prior to making a fitness determination, in accordance with all applicable laws.

Additional investigation may include, but is not necessarily limited to, inquiries into the applicant's references and credit history. An applicant will not be denied employment solely on the basis of a poor credit history and will not be denied employment for having filed bankruptcy.

2.6 - Application Information

It is expected that all information supplied by an applicant for employment with Lotus Assisted Living will be factual and accurate. If an applicant misrepresents or omits information on the application or accompanying application materials, he / she will not be considered for employment. If the omission or misrepresentation is discovered after employment has begun, the employee will be immediately terminated.

2.7 – **Job Descriptions and Assignment of Duties**

During the application process job candidates are provided a job description that describes the duties, responsibilities, required qualifications, work conditions, physical requirements, tools and equipment used, and knowledge and skills needed to successfully function. It is the job candidate's responsibility to carefully review the job description to determine whether they can meet the skill and physical requirements of the position. Job descriptions are never considered to be comprehensive and absolute. Everyone is required to help their co-workers to the extent they will not jeopardize their own safety or responsibilities.

2.8 – **Training Requirements**

Lotus Assisted Living recognizes the value of hiring and retaining quality employees and investing in the development of their skills. To ensure employees have the knowledge and skills available to meet current and future demands for services and to meet all regulatory standards; training prior to employment and post-hiring will be required. All training required by the company will be tracked and recorded in the employee's personnel record. Lotus Assisted Living shall provide, within reasonable resources, employee training necessary to assist the company in achieving its mission and accomplishing its goals.

2.9 – Employee Wellness

Our company supports and is committed to the overall health and well-being of its employees. A healthy workforce results in a more productive workforce with less absenteeism, fewer accidents, and lower health care demands. Lotus employees may be required to participate in programs including disease screening and health risk assessments for physical activity as a condition of employment. Programs may vary by community location. Types of programs include:

TB (mycobacterium tuberculosis) screening- Lotus Assisted Living may require employees to receive a tuberculin test as a post-offer condition of employment. If the test is positive and a clear x-ray is necessary, Lotus Assisted Living will direct the employee to a physician of the Company's choice for the x-ray to be done. The company will pay 100% of the cost. The employee may, of course, go to a physician of his / her selection at his / her own expense.

Physical Capacities Test- Our Company may require specific job classifications to perform a work simulation exam (functional screen) to evaluate whether the individual can perform the physical tasks and demands of the job.

(Optional Program) Hepatitis B Vaccine- Employees whose jobs include tasks that have been assessed to be "at risk" for exposure to blood or other potential infectious materials will be offered, at no charge, the Hepatitis B vaccine within 10 days of performing "at risk" duties. The series will be administered over the course of six months and education covering Hepatitis B and the vaccine will be provided to assist the employee in making a decision to accept or decline.

- Section 3 -

Employment Status, Scheduling, and Compensation

3.1 - Initial Evaluation Period

All new employees, starting on the first day of work, begin a 90-day initial evaluation period. An evaluation period provides both the employee and Lotus Assisted Living a time frame within which to determine if this company is the right environment for the employee and if the employee is qualified for and suited to the work to be performed.

The employee's job performance, attitude, and dependability are evaluated at the end of the evaluation period and also on an ongoing basis after the employee gains full- or part-time status. The initial evaluation period may be extended where deemed appropriate by the employee's supervisor.

You should understand that the completion of the orientation period is not intended to provide an employee with any particular job right or guarantees. You should also understand this Lotus has no obligation to retain you as an employee for the entire orientation period if, in our determination, your performance, conduct or other business conditions justify termination of your employment. Likewise, you are free to resign if you feel your new job is not meeting your needs or expectations.

3.2 - Employment Classifications

All employees are classified either as exempt or non-exempt; and evaluation period; part-time, full-time, temporary or on-call. These classifications, explained below, are used for salary and benefit administration and other personnel matters.

Exempt or Non-Exempt Employee

A salaried employee who holds an executive, administrative, professional or outside sales position (as defined by federal law or Fair Labor Standards Act) is classified as "exempt." Such employees are not entitled to overtime. Employees who are subject to overtime requirements of the Fair Labor Standards Act are classified as "non-exempt."

Evaluation Period Employee

An employee who has not yet completed his or her evaluation period. Successful completion of the evaluation period is not a guarantee of continued employment.

Full-Time Employee

An employee who is hired for an indefinite duration, has completed the orientation period, and has been assigned to a position within this company, and is regularly scheduled to work ***at least 30 hours per week.***

Part-Time Employee

An employee who is hired for an indefinite duration, has completed the orientation period, and has been assigned to a position within this company, and is regularly scheduled to work ***less than 30 hours per week.***

Temporary Employee

Those employees whose service is intended to be of limited duration, such as during summer months only, to complete a specific job or for a specific project. Temporary employees are **NOT** eligible for any company benefits. Should a position become available, a temporary employee may be hired for ongoing employment at the discretion of management. In such an event the employee will be required to complete an evaluation period.

On-Call Employees

An employee who does not have a particular job or schedule and who is hired on an intermittent basis to fill Lotus 's needs.

3.3 - Hire Date
An employee's hire date is the most recent date the employee was hired by the company. This date is used to determine eligibility in all benefit programs. An employee who resigns and is rehired within three months is eligible to retain his / her original hire date.

3.4 – Scheduling
Work schedules differ depending on various business and resident needs and are subject to change. This facilities' workweek begins on Sunday and ends on Saturday.

We operate 7 days a week, 24 hours per day. Your supervisor will assign you your shift times. Every employee will have a meal period and rest break(s) according to the number of hours worked. From time to time, it may become necessary to change your schedule. If your schedule changes, your supervisor will attempt to give you as much notice as possible.

Lotus reserves the right to change the schedules and / or hours of all or any part of our workforce to provide for efficient and uninterrupted service to our customers. Although we want to provide our employees with a stable work schedule, you need to understand that our ability to do so depends on our assessment of work needs and business conditions. Nothing in the handbook or any other oral or written statement is intended to be a guarantee of employment for a specified number of hours per week or day. Employee's work hours may be reduced or they may be laid off if management believes it is necessary due to lack of work, interruptions in workflow, or other business reasons.

Exchanging Days Off
Employees are not permitted to exchange days off without the approval of their supervisor. Even with such approval, any employee who exchanges days off with another employee will be held responsible for that shift. Should the substitute fail to report to work, an unexcused absence may be charged against either or both employees.

3.5 - Overtime
Every position in our company is categorized as either exempt or nonexempt under the wage and hour laws. Whether your position is exempt or nonexempt depends on your job duties. Any questions about whether you are exempt or nonexempt should be directed to the Executive Director.

Exempt Employees
If you are an exempt managerial, administrative or professional employee, you are paid for the general value of your services, not based on hours worked. You receive a fixed salary for all hours worked, you do not receive overtime pay for working beyond our regular 40-hour workweek, and your pay is not reduced for working less than 40 hours in any workweek or for absences of less than a day. It is expected, however, that exempt employees, to fulfill their job functions, will put in a full 40-hour week. Employees not performing their job functions are subject to corrective action, including discharge.

Nonexempt Employees
If you are a nonexempt employee, you will be paid on an hourly basis and will be paid overtime at the rate of one and one-half times your regular hourly rate for all hours worked beyond 40 hours in any workweek. You may trade time within an individual workweek to avoid overtime.

Holidays, vacations and other time not actually worked, even if paid, are not counted as overtime hours nor included in the calculation of overtime pay.

Nonexempt employees may not take compensatory time off in lieu of overtime pay.

Overtime Requirements
Employees are not permitted to work overtime without advance supervisory approval, unless emergency

circumstances prevent prior approval. Unauthorized overtime will result in a written warning or termination, as we deem appropriate.

Employees are expected to perform overtime work when it is required. If the assignment of overtime work presents a hardship for you, discuss your concern with your supervisor. Lotus will consider particular employee needs and desires to the extent we feel it is practical to your co-workers.

3.6 - Pay Administration

Our pay structure is intended to provide all employees with fair compensation appropriate to the experience, training and responsibility required by each job. We try to keep our compensation ranges in line with the industry as a whole. Your compensation will be reviewed from time to time and may be adjusted according to the quality of your work and changes in the cost of living and the local job market. Promotions are another way your compensation may increase. Compensation adjustments do not take effect until confirmed in writing.

3.7 – Payroll Information

Payday

Lotus Assisted Living will have one or two paydays per month. The first pay period will be on the 10th of the month. This pay period will cover hours worked from the 16th through the end of the previous month. The second pay period will be on the 25th of the month. This pay period will cover hours worked from the 1st through the 15th of the current month. If the 10th or the 25th falls on a Saturday or Sunday checks will be made available on the closest business day to the actual pay date. If pay dates fall on a holiday checks will be made available the day before the holiday unless the Holiday falls on a Monday. Paychecks will not be issued early.

Paychecks will be handed out only to the employee named on the check. If you wish to allow someone else to pick up your paycheck, you must request it in writing to the business office. Those desiring that checks be mailed must leave a stamped, addressed envelope at the business office. If an error occurs on your paycheck, or if you have questions, please see your supervisor as soon as possible. It is your responsibility to review your paycheck for accuracy and to report, immediately, any errors including overages and shortages.

There are two other options available to employees for receiving their pay:

Direct Deposit- Allows an employee to have their monies electronically sent to their bank to either a checking or savings account. For many employees this is a preferred method because it eliminates having to report to work to pick up a paycheck. Employees interested in direct deposit will need to complete a form (available in the business office) and attach a voided check from their bank. Pay should be available to the employee on the payday.

3.8 - Time Reporting

All nonexempt employees must accurately record their time worked in the timekeeping system. Be sure that your time records are accurate because these records affect computation of pay and certain benefits. You **may not** clock in more than five (5) minutes before your scheduled shift and you must be ready to work at the time you clock in. You may not work while you are off the clock. If you work off the clock, you will be paid for the time worked, but you will be subject to corrective action, up to and including termination for failure to obtain approval to perform work outside of your normal work hours. Your clock in and out times are monitored for compliance to your schedule.

You are responsible for your time records and entries of information into the timekeeping system. If you make a mistake in your time reporting, your supervisor must be notified to assist in making the correction. Any

changes or exceptions must be recorded on the exception log. Altering or recording hours on another employee's timekeeping number may result in disciplinary action up to and including termination. Be sure your record of time worked is accurate. Exempt employees are required to report time away from work to their immediate supervisor.

3.9 - Payroll Deductions

Deductions from your paycheck fall into two categories: legally required deductions and voluntary deductions. Legally required deductions (such as FICA, federal and state taxes, etc.) are automatically deducted. The amount of withholding taxes deducted from your paycheck depends upon your salary and number of exemptions claimed on form W-4.

Voluntary deductions that occur are dependent upon the personal preferences of the employee and include deductions for insurance plans and other benefits of which the employee may decide to take advantage during his/her employment at the company.

All employees are required to have the proper hiring forms completed before receiving their first paycheck.

3.10 – Employment Verification and References

To facilitate consistency and minimize misunderstandings, Lotus will respond to requests for employment verifications and references on current or former employees by providing only dates of employment, current or last position held and (with written authorization from the employee) current or last compensation level.

You may ask us to provide you with a written letter of reference. You will be required to provide us with a written release. If we choose to provide a letter of reference it will be up to you to provide it to the places where you are applying for work. If you wish to request a letter of reference, you must do so within six months after you leave your employment with Lotus Assisted Living .

3.11 - Salary Advances (Draws)

Lotus Assisted Living does not grant salary advances under any circumstances.

3.12 – Leaving the Company

Separation from employment (termination) may occur due to resignation, discharge, reduction in force, retirement, disability, or death.

<u>At-Will Policy</u>

Your employment with us is at will. This means that both you and we are free to terminate the employment relationship at any time, with or without cause or advance notice, and without compensation except for time actually worked, provided the termination is not done for a discriminatory reason in violation of law. Any exception to this policy must be in a written agreement signed by Lotus Assisted Living .

Voluntary Resignation: You may resign by giving written notice of your resignation to your supervisor. Your letter of resignation should state your reason(s) for leaving and when you wish your final day of work to be. We ask that you give us at least two weeks notice to assist us in maintaining adequate staffing for our residents. For employees in supervisory positions, we ask that you give us at least 30 days advance notice. Failure to give adequate notice of your resignation will, generally, make you ineligible for rehire.

All employees must work their regularly scheduled shifts from the time notice is given until their final day of work, unless otherwise directed by their supervisor. Vacation days cannot be used to fulfill the notice period.

We reserve the right to determine how a notice period will be completed once your resignation has been tendered. You will generally be allowed to work the notice period unless we determine that your performance, cooperation or attitude is detrimental to the company.

Involuntary Discharge: A discharge is an involuntary termination of employment that is not due to a reduction in force. Discharges are also discussed in the policies on performance evaluations and corrective action.

Reduction in Workforce: The work performed by this company is subject to the general economy of the market we serve. Changes in scheduled workload and downturns in our business affect our staffing needs. Employees released from employment due to a reduction in operations, change of operations, or elimination or changes in the duties of a position are considered terminated due to a reduction in workforce.
In the event we determine it is necessary to eliminate or combine jobs or otherwise curtail operations, layoff may become necessary. The decision of individuals to be laid off will be made by the Company based on its determination of the relative skills, qualifications and ability of employees to perform the work remaining.
If, in our view, the skills, qualifications and ability of two or more employees to perform necessary work are substantially equal, preference will be given to the employee with the greatest length of continuous service.
If work becomes available again, we are not obligated to recall terminated employees or inform them of position openings before considering other applicants.

Final Paycheck: Prior to receiving your last paycheck, you must return to your supervisor any keys you have been issued, uniforms or any equipment that is the property of Lotus Assisted Living . Final payment of wages and other compensation due will be made in accordance with state regulations, providing all time records are submitted on time. It is the employee's responsibility to make sure all time worked is reported. All benefits cease on your last day worked. However, health benefits, if available continue until the last calendar day of the month in which you terminate. Ask your supervisor for assistance.

Escorting: Lotus Assisted Living reserves the right to escort employees from the building after termination or separation from employment. The practice of escorting is done to prevent disruption, or accusations of disruption, from any source. Therefore, employees who observe someone being escorted off premises should not assume that the individual being escorted has engaged in, or will engage in, any improper, illegal or dishonest activity.
Employees who prefer to pick up their personal belongings outside of normal business hours should indicate this preference during the time of termination, since this will need to be arranged with a supervisor present.

Terminated employees (voluntarily or involuntarily) may not return to the community.

- Section 4 -

Teamwork and Standards of Conduct

4.1 - Cooperation and Teamwork

We believe teamwork is the foundation of a successful employment relationship. As an Lotus team member, you can expect to be treated with courtesy and respect by all employees of Lotus Assisted Living , including management and corporate staff. Likewise, you are expected to be cooperative, polite and positive in relations with co-workers, managers, supervisors, residents, and others you come into contact with through your employment with this company.

4.2 - General Policies, Standards and Practices

As an employee of Lotus Assisted Living you must abide by all policies, standards and practices of the company, including but not limited to: personal appearance and behavior, safety and infection control, resident care, and physical environment. Additionally, you are to have a good understanding of gait belt use, Hoyer lift operating procedures, and other patient transfer methods.

The following are examples of other violations of standards of conduct. These examples merely illustrate, and do not limit, the types of conduct we may consider unacceptable.

- Tardiness or excessive absenteeism
- Un-businesslike conduct
- Inappropriate dress or poor grooming
- Using work time for personal activities
- Performance that does not meet the requirements of the position
- Unexcused absence
- Abusive language or conduct
- Insubordination or deliberate failure to carry out instructions
- Unauthorized release of confidential information
- Misusing, destroying, or purposely damaging the property of Lotus Assisted Living , our residents, or co-workers
- Falsifying records, including employment application materials or time sheets
- Harassment of any nature
- Additional standards of conduct are described below.

The rules set out in this handbook are intended only as guidelines and do not give any employee a right to continued employment. All corrective action decisions remain at our discretion. We reserve the right in all circumstances to apply the corrective action we determine to be appropriate, up to and including immediate discharge without prior corrective action or notice.

4.3 - Attendance and Punctuality

All employees of Lotus Assisted Living are expected to arrive at work assignments on time as scheduled. Employee absenteeism negatively impacts our ability to provide consistent, high quality care. While absenteeism has many causes, it creates additional burdens for employees who do report to work, and increases the potential for hazardous situations in the community.

Absenteeism includes not only absences from work, but also late reporting for a scheduled shift, unauthorized extension of meal periods or rest breaks, leaving early, or other improper use of employer paid time. Lotus Assisted Living ' attendance and punctuality policy is designed to correct employee attendance in the event the matter is not resolved by the employee. All corrective measures will be recorded in the

employee's file.

ATTENDANCE AND PUNCTUALITY POLICY

The components of the attendance and punctuality policy are designed to treat each employee equally and to ensure that each employee is aware at each step of the procedure of the measures that must be taken to avoid further discipline. This is a "NO-FAULT" policy that looks at attendance patterns, not at reasons for absences. Therefore, all absences are counted, no matter the reason.

Any disciplinary action imposed as a result of excessive absenteeism and / or tardiness is based on frequency of occurrences, rather than actual number of days missed. The following rules shall apply:

1. **Tardiness, early leave, or excessive breaks** – Tardiness means the employee is unavailable for work for any period of time equivalent to more than five minutes and includes being late to work, leaving early from work, or taking excessive or extended breaks. The following corrective measures will be applied:
    a. After two (2) tardy occurrences a verbal warning will be issued.
    b. After three (3) tardy occurrences a written warning will be issued.
    c. After four (4) tardy occurrences the employee will be discharged from employment.

2. **Absences** – An absence is missing the scheduled shift. The following rules will apply:
    a. After two (2) absences a verbal warning will be issued.
    b. After three (3) absences a written warning will be issued.
    c. After four (4) absences the employee will be discharged from employment.

3. **No-Call / No-Show** – The failure of an employee to report to work for the **full** shift without advance prior approval will be recorded as a no-call / no-show. An employee in a no-call / no-show status will be deemed to have voluntarily resigned from employment in the absence of a special circumstance justifying this failure.

4. **For Absence Related to a Medical Condition** – Any absence for medical condition of the employee will be recorded as only one (1) absence occurrence regardless of the number of consecutive days missed for the same medical reason. When calling in sick to a scheduled shift the call must occur 6 (six) hours prior to the start of the shift.

Attendance Policy Exceptions – The following are exceptions to the policy:

A. Employees absent due to employer-approved leaves of absence, work-related injury, approved time off or jury duty will not be recorded as being absent for purposes of this policy.
B. Extenuating circumstances may be considered for relief of this policy.

4.4 - Meal Period and Rest Break Policy

Regulations governing meal periods and rest breaks vary by state. Please note the policy for the state in which you are employed.

Colorado employees will take an unpaid meal period of 30 minutes if they have a scheduled shift of six hours or longer. For employees age 18 and over, if the shift is between six and seven hours in length, the meal period will be between the second and fifth hour worked. If the shift is over seven hours long, the meal period will fall between the third and sixth hour worked. Minor employees under the age of 18 who are scheduled to work 6 or more hours will start their meal period no later than five hours and one minute after the start of his or her shift.

This will be an uninterrupted time period during which the worker is relieved of all duties.

Any employee's interrupted 30 minute meal period will either be re-scheduled so that a full uninterrupted meal period of 30 minutes is received, or, the employee will be paid for their entire meal period. It is the employee's responsibility to inform their supervisor when their scheduled break is interrupted and to ask that a new 30 minute meal period be scheduled. If a new uninterrupted meal period cannot be re-scheduled due to our resident's personal needs, it is the employee's responsibility to document the missed meal period on the company's "Exception's Report" located next to the Time Clock. These personal responsibilities will be explained to the employee by a member of our management team during new hire orientation. Please see "Exception Report" Use and Guidelines.

All employees over the age of 18 will receive a paid 10 minute rest break for each four hours they work. This rest break should be scheduled around the middle of each four hour work segment. Employees under the age of 18 will be given a 15 minute rest break for each four hours worked.

All employees will receive a paid 10 minute rest break for each four hours they work. This rest break should be scheduled as close as is practical to the middle of each four hour work segment.

Pregnant employees are allowed to take more frequent restroom breaks in addition to their scheduled meal and rest breaks.

"Exception Report" Use and Guidelines

It's important that, as an employee of this facility, you remember to Clock In and Clock Out for your shift and that you manage your time wisely so that you get your lunch break. Should you forget to Clock In and Clock Out you run the risk of not getting paid if someone in management doesn't catch your error. If you don't manage your time wisely and make lunch breaks happen you'll likely not have the lunch break you should have.

At times though you may forget to Clock In or Clock Out and remember to do so either after your shift started or ended. If this occurs and you're still on the property please go back and Clock In or Out and then document on the **Exception Report** located in the Clock In room the actual time you arrived to or left work. If you're not on the property call the Office Manager or Administrator during business hours to inform them of your error. If it's after office hours when you recall you forgot to clock in or out please call a member of the management team the next day during business hours (8:00am – 5:00pm) and inform them of your error so that your clock in or out time can be corrected.

Should you miss a lunch break due to an unusual occurrence or have this break interrupted due to an Emergency that requires you to assist another caregiver immediately you'll want to **arrange with your Supervisor** to get another uninterrupted lunch break. If no Supervisor is on campus when this occurs please arrange with your co-worker to take another uninterrupted break. If after you speak with your Supervisor or a Co-Worker it seems it's not possible to take another uninterrupted lunch break you'll want to document on the **Exception Report** that you didn't get a lunch break. Simply write, "No Lunch Break." By documenting on the Exception Report the facility management team will be able to adjust your time record so that you're properly reimbursed for your actual time worked. *(FYI: A member of the management team will be in contact to identify what occurred that kept you from getting your needed break and review with your supervisor what will be done in the future so this does not occur again)*

A Note regarding breaks:
There's always work to do in all businesses and all of our positions are busy. Because of this we all need our breaks. All staff need to schedule and take their much needed breaks. Interruption to breaks should be in rare cases and only when unable to call upon another staff member working the floor. Please be respectful to others taking their breaks just as you would like staff to respect your break time. If you find it's difficult to get your lunch break please call the Administrator during office hours and arrange a time to meet with him/her so that you can discuss a plan to help you get your breaks.

4.5 – Substance Abuse
Lotus Assisted Living has a strong commitment to its employees to provide a safe, healthy and productive environment and to promote high standards of employee health. Consistent with the spirit and intent of this commitment we have established the Drug Free Workplace Policy regarding drugs and alcohol abuse. If you encounter personal or job related problems resulting from excessive or illegal use of alcohol or drugs, you are encouraged to seek counseling and treatment through an appropriate counseling or medical facility. If you are unable to maintain satisfactory work performance and professional conduct, you will be subject to disciplinary action, which may include termination.

DRUG FREE WORKPLACE POLICY
"Drugs" refers to all controlled substances and medication(s) containing controlled substances, which are obtained illegally or used in a manner inconsistent with prescription conditions. Our Drug Free Workplace Policy is effective for all employees.
If you report to work under the influence of drugs, alcohol, or in an otherwise unfit condition, you may be subject to suspension without pay, termination, or other action as determined appropriate by management. The company reserves the right to conduct an investigation of suspected abuse at any time during an employee's employment.
The following conduct is prohibited by Lotus Assisted Living :

A. Consuming, manufacturing, buying, selling, distributing or possessing drugs or alcohol on Company premises, regardless of whether or not you are on paid time. This prohibition extends to property owned, leased, or controlled by the company including company parking lots. You will be considered in possession of drugs or alcohol if these substances are found in your personal belongings (wallets, purses, briefcases, lunchbox) or vehicles brought on company property, as well as, found on person (pockets/clothing) or in company owned property (desks, work stations, lockers). A reasonable cause to believe an employee is in possession of illegal drugs or alcohol will prompt a workplace search including all areas listed above. Employees should not have any expectation of privacy in their desk drawers, filing cabinets, lockers, computers, or any other community property, therefore advance notice of a search is not required.
B. Failing to promptly and fully disclose all felony convictions, plea bargains and parole/probation terms which involve buying, selling, transportation, manufacturing, cultivation, possession or consumptions of any controlled substance, including alcohol.

   Disclosure must be made directly to the Executive Director. This disclosure requirement will apply to all convictions and plea-bargains which occur after the effective date of this policy and all parole/probationary terms that are finalized after the effective date of this policy.

C. Failing to fully cooperate with any aspect of Lotus 's enforcement of the Substance Abuse Policy, including, but not limited to refusing to submit to required tests, inspections, professional evaluation for drug and alcohol dependency, or failing to comply with rehabilitation conditions imposed by Lotus or rehabilitation counselors.

Company Sanctioned Social Events

The moderate consumption of alcohol at company sanctioned social events off our premises (such as, holiday parties or dinners with customers) is not a violation of the Drug Free Workplace Policy. In those cases you are expected to conduct yourself in a manner appropriate to the event and are strictly prohibited from operating a motor vehicle or other equipment while under the influence of alcohol.

Prescription Drugs

The following procedures apply to physician prescribed medication(s) including over-the-counter medications:

A. Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician to ascertain whether the medication may interfere with the safe performance of their job. If the use of a medication could compromise the safety of the employee, company's patrons, co-workers or the public; it is the employee's responsibility to use appropriate personnel procedures (e.g. call in sick, notify supervisor) to avoid unsafe workplace practices.
B. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug free workplace policy to intentionally misuse and/or abuse prescription medications. Employee misuse of prescription drugs will be treated as "substance abuse" and appropriate disciplinary action will be taken if job performance deteriorates and/or other safety concerns arise.

Medical and Recreational Marijuana

Medical and recreational marijuana use is acceptable off duty and does not violate Company's Drug Free Workplace Policy. Under no circumstances may medical and recreational marijuana be used during work hours or on 100 feet away from facility's property. Employees may not be under influence of marijuana when reporting for duty.

Drug Testing

When reasonable grounds exist to believe an employee has reported to work with alcohol or drugs present in his/her system, Lotus will require that the employee submit to an appropriate test to detect the existence, if any, of alcohol or illegal drugs. Urinalysis will be used when there are reasonable grounds to believe and employee has illegal drugs in their system. A breathalyzer test will be used for alcohol. Failure to promptly permit testing upon request from management will be grounds for immediate termination. Your consent to testing as described in this handbook is a condition of employment.

Post- Accident Testing

An employee who is involved in a job-related accident may be subject to a substance test to determine if drug or alcohol use was a factor causing the accident. The employee will be required to submit to testing for the detection of drugs and/or alcohol, unless we conclude at the onset that the employee's action or inaction was clearly not a factor causing the accident. This determination will be made by the supervisor responsible for completing the report and investigating the incident.

Rehabilitation Treatment

When an employee voluntarily reports a drug or alcohol dependency, the company will adjust working hours to allow for inpatient or outpatient rehabilitation treatment. The employee will not be permitted to work until such time as a competent medical authority, approved by the company, has certified the employee has controlled the problem and is able to safely perform the job assignment. Unannounced, follow-up testing will be conduct for at least six months but no more than twelve months after return to duty.

The time an employee is off work undergoing rehabilitation is unpaid. All costs of rehabilitation shall be the responsibility of the employee. Employees who are receiving health insurance coverage may be eligible for benefits as outlined in their plan. Employees who are qualified under federal/state family and medical leave act will be afforded entitlement as available and directed by these rules.

> Last Chance Agreement: In order to continue working for Lotus , an employee seeking assistance must agree to all treatment, rehabilitation, aftercare, and follow-up testing as set forth in the document, *Rehabilitation and Return to Work Agreement,* as required by the company. Violation of this agreement will result in immediate discharge. The employee agrees to disclose any incident of arrest or conviction for illegal alcohol or drug use during employment. This reporting will occur by the next working day following the incident.

Final Notes:

Lotus Assisted Living is not limited to the methods prescribed in this policy for the search and testing of substance abuse. The Drug Free Workplace Policy may be revised at any time. In the event of such change, you will be notified.

4.6 - Smoking

Smoking including e-smoking and using other inhalant nicotine delivery devices is prohibited to employees in all areas of Lotus Assisted Living worksites, without exception. The only allowed smoking area for employees is in their own private vehicles. The smoke and tobacco products must be completely contained within the vehicle. Uniforms should not smell like smoke when arriving at work or returning from lunch or break. The smoke smell may be offensive and/or cause clients and co-workers to suffer allergies, headaches and breathing difficulty.

Residents may smoke only in designated smoking areas. Do not allow residents to smoke anywhere near oxygen or oxygen equipment, or other combustible materials. Please contact the Administrator or Facility Director for more information regarding resident smoking or concerns of resident safety.

NO SMOKING IS ALLOWED IN AREAS CLOSE TO OXYGEN EQUIPMENT.

4.7 - Outside Employment

Generally, Lotus has no objection to employees holding other jobs or being self-employed. However, any outside employment must not place you in a position that actually or apparently conflicts with Lotus 's interests. Any business opportunities related to our business, that you obtain or learn of while we employ you, belong to Lotus Assisted Living .

In order to avoid misunderstandings, employees are required to obtain advance approval for outside employment from a member of the management team.

Certain members of the management team will be required to sign and abide by Lotus 's Outside Business Interest Policy that supersedes this section.

4.8 – Confidentiality, Privacy and Release of Medical Information

Confidentiality

All information acquired by an employee during the course of employment, which is not readily available to the general public, is considered confidential. This information includes, but is not limited to, job information, design, technical information, customer lists, marketing plans, pricing and financial information. Employees are required to maintain strict confidentiality. Information relating to the operations of the company is to be used only for the benefit of our residents and their families. The use of confidential information for any type of personal advantage, or disclosure of such information to others for any reason, is strictly prohibited. This includes discussing wage and benefit information with co-workers or individuals outside of the company.

Any processes, methods, products, software and other information obtained, developed or conceived by employees on work time, during the course of their employment with Lotus Assisted Living , is the property of the Lotus Assisted Living .

Release of Medical Information

Medical Information is considered private information. All employees share in the responsibility of protecting a resident's confidential information. Measures of protection include:

- Accessing only the personal, medical information that is necessary to perform the employee's duties;
- Ensuring that necessary conversations regarding a resident's private information is never overheard;
- Never discussing resident matters outside of the community;
- Ensuring a resident's medical or personal, documented information is never left out for an unauthorized person to view; and
- Never releasing personal or medical information to anyone, unless specifically directed to do so by the Executive Director.

All requests for medical information will be directed to the Administrator and / or Facility Director.

Indiscriminate conversation regarding residents (outside of the community) may be considered release of privileged medical information; and the employee may be subject to discipline, up to and including termination.

4.9 – Public Statements / Release of News

Our image affects our ability to attract and retain our residents as well as employees. In order to maintain a positive image, we expect an interview or statement requested by the media or any public entity concerning the community, to be immediately referred to management. No employee may make any public statement or comment regarding the organization or our policies, practices and actions without proper authorization form management. Also, employees are expected to refrain from any implied or direct remarks that would disparage the company, their products, services, residents, employees, or competitors.

4.10 – Personal Visitors, Personal Use of Telephones, Equipment, and Supplies

Personal Visitors- Employees' personal visitors during working hours should be limited to emergency situations. Visitors are never allowed in employee only areas, such as, employee break room, medication room, charting areas, business office, etc. If you are visiting during your off-duty hours you must follow the same rules as if you were a visitor.

(Facility Owned)
Telephones- The personal use of company phones during working hours should be limited to emergency situations. During your breaks you may use the public pay phones or a designated staff phone for personal calls. Long distance calls should never be made on the company telephone.

Equipment and Supplies- All company-owned equipment, such as, office equipment, maintenance tools, community furniture (tables and chairs) and company supplies, such as, office supplies, medical supplies, and food may not be used for personal matters. Inappropriate, wasteful, or destructive use of company supplies and equipment may result in corrective action. The equipment is the responsibility of the employee when in their possession. All equipment must be turned in either at the end of the shift or termination of employment whichever is applicable. Employer reserves the right to charge the cost of repairs/replacement for misused or lost equipment to the employee.

(Personal Owned Equipment)
Cell Phone or other Personal Electronic Equipment- Lotus Assisted Living prohibits the use or possession in the workplace of any type of personal cell phone, camera phone, digital camera, video camera, or other form of image or voice recording device without the express permission of the company and of each person whose image and/or voice is being recorded. Employees should leave these devices at home or locked in their vehicle. This provision does not apply to designated company personnel who must use such devices in connection with their positions of employment.
Employees should not bring personal computers or data storage devices to the workplace or connect them to company electronic systems unless expressly permitted to do so by the company. Bringing these devices on company premises thereby gives permission to the company to inspect the device at any time.

4.11 – Computer, Email and Internet Use
The use of Lotus Assisted Living automation systems, including computers, fax machines and all forms of Internet/intranet (email) access, is for company business and for authorized users and purposes, only. **Brief and occasional personal use** of the electronic mail system or the internet is acceptable as long as it is not excessive or inappropriate, **occurs during personal time** (lunch or other breaks), and does not result in expense or harm to our company or otherwise violate this policy. Electronic communication should not be used to solicit or sell products or services that are unrelated to our company's business; distract, intimidate, or harass co-workers or third parties; or disrupt the workplace.

Using company automation systems to access, create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material is strictly prohibited. Such material violates Lotus 's anti-harassment policies and is subject to disciplinary action.

The company owns the rights to all data and files in any computer, network, or other information system used in the company and to all data and files sent or received using any company system or using the company's internet access. Lotus Assisted Living reserves the right to monitor all electronic mail messages and their content, as well as, any and all use by employees of the internet and data stored on Lotus 's system. The company has the right to inspect all files stored in private areas of the network or individual computers or storage media in order to assure compliance to company policies. No employee may access another employee's computer, files, or electronic mail without prior authorization from an appropriate company official. Unless specifically granted by Lotus management, any non-business use of our company's automation system is expressly forbidden and any violation of these policies may result in corrective action, up to and including termination.

4.12 – Social Media
Although social media can be a great tool to promote our company and the services we provide it must be used responsibly and with great care. Lotus Assisted Living strives to ensure that its employees represent the organization in a professional manner both at work and away from work. Employees should never use social

media in a way that could be interpreted as harmful or negative to the company's identity, employees, residents, families, or competitors.

Only those employees with permission from management may represent the company or speak on its behalf on social media outlets. This includes the use of the company identity, such as logos or branding. Employees' use of social media outside of work may become a concern if it has the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment; disrupting the smooth and orderly flow of work; or harming the goodwill and reputation of the company among its residents or the community at large.

4.13 – Fraternization

Lotus Assisted Living wishes all employees to conduct positive professional relationships. We have no desire to intrude upon the privacy of our employees. However, non-professional relationships among peers are often disruptive to the workplace, hindering our ability to provide the highest quality care to our residents. Fraternization, including dating, living together and the like, is discouraged for all employees and is disallowed between supervisory / management staff and subordinates.

In the event that a non-professional relationship occurs between peers, each party will continue to bear responsibility for acceptable work performance. As with any other employee, excessive time spent away from the designated workstation and/or diminished productivity will not be tolerated and could result in discipline, up to and including discharge.

Fraternization as defined above between any member of the supervisory / management staff and his or her subordinates is strongly discouraged. Such relationships diminish authority of the supervisor and raise questions on partiality among other peer workers at both levels. Should such a relationship evolve, the involved parties are to notify management immediately to determine if a transfer for either party is an available option. In the event that transfer of at least one of the involved parties is not a viable option, one or both parties must voluntarily terminate employment.

Failure to follow the above notification procedure will be cause for discipline, up to and including discharge.

4.14 - Gifts or Gratuities

All residents are served equally, and all employees must graciously decline tips and gratuities offered by residents or families.

It is the policy of Lotus Assisted Living that staff and volunteers do not accept gifts, money, services or other items of value from residents or families. If a gift is offered please notify the Administrator or Facility Director. Staff and volunteers may not solicit any gifts, money, services or items of value from residents. This policy is in place to protect the residents and staff from financial exploitation.

All vendor premiums, gifts of money or merchandise, prizes, trips and promotional allowances of any type are the property of Lotus Assisted Living and must be submitted to management.

The acceptance of any of the above will be considered a direct violation of Company guidelines, and may will result in disciplinary action, up to and including discharge.

4.15 - Witnessing Wills and Legal Documents

Employees may not act as a witness to a last will or other legal document of a resident. The requestor should be referred first to a relative. If further requests are made, the Administrator or Facility Director is to be notified.

4.16 - Endorsements

Employees may not recommend any service or product (by brand name or company name) connected with the medical industry. Such recommendation may be construed as an official endorsement by the company.

Employees, however, may help patients who seek assistance. A telephone directory, for example, can be offered to anyone who requests such help. If an individual makes an urgent request for a physician, the Charge Nurse should be notified immediately.

4.17 – Soliciting and Distribution

Employees, non-employees and visitors are prohibited from soliciting funds, donations, or political support, and from selling merchandise, tickets, or chances, without written permission of the Executive Director. This includes the distribution of printed materials such as handbills, letters, or pamphlets for any sale, candidate or cause. Non-commercial solicitation in resident care areas of the community is also prohibited. Employees must report observed soliciting to their supervisors. Posting of any materials, anywhere on company property, is prohibited without the written permission of the Executive Director.

Community bulletin boards are used to transmit important information to employees. They are useful because they provide a central location where employees can be directed to go and view materials, daily, or as instructed. Employees are not allowed to post any materials, such as, solicitations, notices, advertisements, letters or any documents expressing personal comments without obtaining the written authorization of the Executive Director. If an employee posts items without written approval they may receive corrective action, up to and including termination.

4.18 - Safety Rules, Incident Reporting

It is the policy of Lotus to protect the safety and health of our employees and residents. Injuries and property loss from accidents are needless, costly and preventable. If you accept responsibility for your own welfare, you can prevent accidents. **You must think "safety" at all times to minimize accidents and injuries to yourself, other employees and residents.** If you see something that is unsafe and could cause an accident, do not ignore it! Address all safety hazards immediately and report them to the appropriate personnel.

Lotus has established a *Safety Program* adapted to fundamental safety concepts that will help us prevent injury and loss due to recognized hazards. Please observe the safety rules, as outlined in the ***Lotus Safety Program***, through every phase of your work, being especially mindful of proper lifting techniques. Injuries or accidents, regardless of extent, must be reported immediately to your supervisor as outlined in the ***Lotus Employee Responsibilities Regarding On-the-Job Injuries / Accidents***.

4.19 – Fire Prevention / Management

All employees should familiarize themselves with the appropriate evacuation procedures/routes. Review the Emergency Disaster Plans manual, found at the Nurses Station or Business Office. Attend safety in-service training routinely. All new employees will be oriented to locations of fire extinguishers, fire alarms and the Emergency Disaster Manual.

Fire Drills: Fire drills shall be held once per quarter for each shift. These drills will be unannounced. In-service training will be held to keep employees current on fire evacuation procedures. Written evaluations of each fire drill will be kept by the Maintenance Manager.

4.20 – Policy against Harassment, Including Sexual Harassment

It is Lotus 's intent to provide a work environment free from all verbal, physical and visual forms of harassment, including sexual harassment. All employees are expected to be sensitive to and respectful of their coworkers and others with whom they come into contact while representing the company. We prohibit all forms of harassment, whether due to sex, sexual orientation, race, religion, disability or any other reason. Inappropriate conduct is also prohibited at off-duty employer-sponsored events.

With respect to sexual harassment, examples of the conduct we prohibit include, but are not limited to:

a. Vulgar or sexual comments, jokes, stories and innuendo.
b. Graphic or suggestive comments about someone's body or manner of dress.

c. Gossip or questions about someone's sexual conduct or orientation.
d. Vulgarity, leering, inappropriate touching and obscene or suggestive remarks or gestures.
e. Display in the workplace of sexually suggestive photographs, cartoons, graffiti and the like.
f. Unwelcome and repeated flirtations, requests for dates and the like.
g. Solicitation or coercion of sexual activity, dates, or the like by the implied or express promise of rewards or preferential treatment.
h. Solicitation or coercion of sexual activity, dates, or the like by the implied or express threat of punishment.
i. Intimidating, hostile, derogatory, contemptuous or otherwise offensive remarks, whether or not sexual in nature, that are directed at one sex where the remarks cause discomfort or humiliation and interfere with the performance of the employee's duties.
j. Retaliation against an employee for refusing sexual or social overtures, for complaining about sexual harassment, or for cooperating with the investigation of a complaint.

With respect to racial, ethnic, religious, disability or age harassment, examples of the conduct we prohibit include, but are not limited to:

a. Derogatory comments about a person's ethnic heritage, racial background, religious beliefs, disabilities or age.
b. The display of objects or printed materials which are degrading to members of particular racial, ethnic, religious or age group, or persons with disabilities.
c. Racial, ethnic or religious slurs or name-calling.
d. The wearing of insignia supporting racist themes or themes intolerant of certain religious or ethnic groups.
e. Any conduct which has the purpose or effect of creating an offensive work environment.

No one should imply or threaten that an applicant or employee's toleration of sexual, racial, ethnic religious, disability or age harassment is a condition of employment. Likewise, no one should imply or threaten that the refusal to tolerate such harassment will have any effect on a person's employment. Such action will result in prompt disciplinary action, including possible termination.

Reporting Harassment or Discrimination

If at any time you believe you are being subjected to harassment or discrimination, or if you become aware of such conduct being directed at someone else, you must promptly notify your supervisor or the Executive Director in which you work. Reporting harassment or discrimination actions is mandatory for all employees. If you are not comfortable reporting at the community level you have the option to report the incident to the corporate office at the address listed in the *Welcome and Introduction Section*, page 4. All reported incidents will be investigated under the following guidelines:

a. Complaints will be disclosed only as necessary to allow us to investigate and respond to the complaint. No one will be involved in the investigation or response except those with a need to know. Any special concerns about confidentiality will be addressed at the time they are raised.
b. Anyone who is found to have violated this policy is subject to corrective action up to and including discharge. Corrective action in other cases depends on the gravity of the offense and not on the status of the offender and may include immediate discharge in appropriate circumstances. We will take whatever action we deem necessary to prevent an offense from being repeated.
c. We will not permit retaliation against anyone who, in good faith, makes a complaint or who cooperates in an investigation.

Remember, reporting incidents of harassment, discrimination or other inappropriate behavior must be done promptly. We want to provide you with a pleasant and productive working environment, but we can't do that if these issues are not brought to our attention. Please join us in our efforts to make the company an enjoyable place to work for all employees.

4.21 - Abuse Prohibition
Abuse is prohibited by Lotus . For more information, contact the Director of Nursing or Executive Director or refer to Lotus Assisted Living *Resident Rights*, *Abuse Definition*, and *Abuse Policy*.

4.22 – Violence Prevention
Lotus holds in high regard the safety, welfare, and health of our employees and residents. Therefore, Lotus has zero tolerance for violence. If employees display any violence in the workplace or threaten violence in the workplace, they will be subject to immediate termination. No talk of violence or joking about violence will be tolerated. Threats, threatening behavior, acts of violence or intimidation against employees, residents, visitors, or other individuals by anyone on our premises will not be tolerated.

Weapons are prohibited on company premises (including parking lots). Lotus reserves the right to inspect all packages, lockers, automobiles and other items on our property. No violence-oriented material is allowed on company premises.

Lotus defines "violence" to include physically harming another, shoving, pushing, harassment, intimidation, coercion, brandishing weapons, and threats or talk of violence. Employees found guilty of acts of threats of violence will be subject to discipline, up to and including immediate termination.

It is a requirement that employees promptly report any violent incident, whether or not physical injury has occurred. All reports will be investigated immediately and kept confidential except where there is a legitimate need to know.

- Section 5 -

Employee Evaluations and Corrective Action

5.1 - Employee Evaluation

Performance Evaluations provide an excellent opportunity for you and your supervisor to discuss your employment.

It is important for you to understand your performance is evaluated by your supervisor on an ongoing basis. However, you will receive periodic written evaluations of your performance. Written performance reviews are based on your overall performance in relation to your job responsibilities and will also take into account your conduct, demeanor and your record of attendance and tardiness. Performance evaluations do not include wage reviews and do not suggest pay increases automatically occur.

If you feel the need to discuss your work with your supervisor, you may request a review at any time.

5.2 - Corrective Action and Termination

It is our belief that most employees prefer to work in an environment in which high standards of performance, attendance, and conduct are maintained. If an employee violates safety rules or standards of behavior which Lotus expects of its employees, fails to perform his / her job in a satisfactory manner, or is involved in conduct which can have an adverse effect on the Company, such employees will be subject to disciplinary action.

Employees are expected to conduct themselves according to standards of behavior we believe are acceptable. Lotus may issue verbal or written warnings, suspend, demote, discharge or impose any other reasonable form of discipline as we deem appropriate based upon our evaluation of the employee's conduct, overall work record and status as a regular, evaluation period, temporary, or on-call employee.

It may be helpful to identify some examples or types of conduct that are unacceptable and that may lead to disciplinary action. The following list of examples is not deemed inclusive of all types of unacceptable conduct, but is intended to provide you with some of the more common types of infractions that arise in the employment relationship.

Please Note: *Evaluation-period, temporary and on-call employees will not generally receive counseling prior to discharge.*

<u>Minor Infractions</u>

When we believe a regular employee has committed a minor infraction of our standards, the employee will generally receive verbal or written counseling to provide an opportunity to correct the problem. When an employee commits a combination of minor infractions, a more serious form of discipline, up to and including discharge, may be imposed at the Company's discretion.

Minor infractions include, but are not limited to, the following:

- Failure to meet customer service or resident care standards.
- Unsatisfactory attendance, including excessive or unauthorized absenteeism, tardiness or patterned absences on a reoccurring basis.
- Failure to anticipate or communicate absences or tardiness in a timely manner.
- Inappropriate use of the company equipment, including e-mail and Internet systems.
- Wasting or abusing Lotus 's property or the property of a resident or fellow employee.
- Careless, unreliable or otherwise unsatisfactory work performance and/or work behavior.
- Failure to complete job assignments on a timely basis.
- Being rude, insulting or uncooperative in relationships with co-workers, supervisors, residents, families and business associates.

- Failure to follow safety rules and practice safe working habits. (Note: When we believe an employee has committed a serious safety violation, that violation is considered a major infraction.) All current safety policies are listed in Lotus 's Safety Program manual.
- Discriminatory behavior or harassment that, in our view, is not serious enough to justify immediate suspension or discharge.
- Off duty conduct which adversely affects the Company's business, reputation or goodwill in the community, which is not enough to justify immediate suspension or discharge.
- Violating any current or subsequently issued oral or written policy.
- Any other conduct which is, in our view, sufficient to justify discipline

Major Infractions

When we believe a regular employee has committed a serious infraction of our standards, the employee will be subject to immediate suspension or discharge.

Major infractions include, but are not limited to, the following:

- Violation of Lotus 's Substance Abuse Policy.
- Unauthorized release of confidential information.
- Actual or threatened physical violence toward another person.
- Possession of firearms and / or explosives on company premises.
- Altering or falsifying any company documents such as: time sheets, expense reports, employment applications, resumes or misrepresenting hours worked, including failure to record all hours worked.
- Destroying or damaging property belonging to Lotus , a fellow worker, a resident, or business associate.
- Insubordination, including improper conduct toward a supervisor or person in a position of authority, or refusal to perform tasks assigned by management in the appropriate manner.
- Committing repeated violations of safety rules or safe working practices or committing a safety infraction we consider to be serious. (All current safety policies are listed in Lotus 's Safety Program manual.)
- Violating any of the rules, procedures, or conditions governing leaves of absence.
- Knowingly writing on another employee's time sheet or allowing another employee to write on your time sheet without prior permission from management.
- Failing to report for work or call your supervisor to report an absence from work, unless we determine there was a special circumstance to justify this failure (This is considered a voluntary resignation).
- Discriminatory behavior or harassment, which, in our view, is serious enough to justify suspension or discharge.
- Violation of any current or subsequently issued oral or written policy that is, in our view, serious enough to justify discharge.
- Off duty conduct which adversely affects the Company's business, reputation or goodwill in the community that is, in our view, serious enough to justify discharge.
- Dishonesty
- Submission of fraudulent documents or claims for reimbursement by any payer, government private.
- Recommending or providing any medical treatment that is inconsistent with professional standards of care.
- Abuse
- Other conduct that, in our view, is serious enough to justify discharge.

Lotus has guidelines and rules to avoid confusion and to operate effectively. Address any questions regarding job procedures to your supervisor. Conduct not specifically mentioned will be disciplined according to the standards followed for what we believe is the most equivalent type of conduct listed.

Management has the right to determine, at their discretion, what conduct is considered impermissible. An employee's overall record may be considered in determining the appropriate degree of discipline to be imposed in a particular case. Lotus will determine what the facts are, whether discipline is warranted, how serious the violation is, and what level of discipline is appropriate. If you believe you have been unfairly disciplined, we

encourage you to make your complaint through our Grievance Procedure.

Notwithstanding all of the above listings and other oral or written statements, it is important for employees to remember they can be terminated at Lotus 's discretion and employees may also resign at their discretion. The above listings simply include examples of some of the types of conduct that may cause Lotus to exercise this right.

5.3 - Reporting Improper Actions

Lotus strives to conduct its business with integrity and in strict accordance with applicable federal, state and local laws. Accordingly, employees are encouraged to bring to our attention any improper actions of the company officers or employees. We will not retaliate against any employee who makes a good faith complaint in accordance with the Reporting Policy below.

Reporting Policy

Improper actions are actions by an officer or employee in the performance of his or her duties that:

1. violate a law or company policy;
2. require any other officer or employee to violate a law, or company policy; or
3. grossly wastes corporate funds.

For purposes of this policy, improper actions do not include employment actions, such as decisions regarding hiring, promotion, termination, corrective action, employment contracts or compensation. Concerns about harassment or discrimination should be addressed under the Lotus 's policy on reporting harassment and discrimination.

Before you provide information of an improper action to anyone outside of the company you should first raise your concern with your supervisor or the Executive Director fully and exhaust the reporting procedures set out below. Because most concerns can be addressed effectively internally, we strongly suggest you report any concerns about improper actions to us, and allow us to complete our review, before you provide information to government agencies.

To report improper actions:

1. Submit your concern and any related information to your supervisor, the Executive Director, or President of the company. All complaints will be kept confidential to the fullest extent possible. This means they will be disclosed only to witnesses and others as necessary to allow us to investigate and respond to the complaint, to management and as may be required by law.
2. We will address your concerns and provide you with a written response that describes the conclusions of our investigation and states what, if any, action will be taken.

Protection Against Retaliation. All employees must strictly follow this policy. We will not permit retaliation against anyone who makes a good-faith complaint or who cooperates in good faith in an investigation. Going outside this reporting policy is permitted only in those rare cases where persons or property will be damaged if the alleged improper conduct is not immediately addressed.

If you believe you have been retaliated against for reporting improper actions, you must report your concerns to us using our policy on reporting discrimination or harassment.

5.4 - Grievances

In an effort to establish the smoothest possible working relationship among the members of the Lotus team, a thorough and effective grievance process has been established for all employees. We firmly believe that when misunderstandings, problems, or questions arise, they should always receive our prompt attention. We want to maintain an open line of communication with all of our employees.

Lotus believes in an Open Door Policy and will be glad to discuss any problems you feel need to be addressed. Your suggestions, ideas and input are always welcome! We encourage you to bring your problems, suggestions and ideas to our attention. No employee will be discriminated or retaliated against

for doing so.

Our Grievance Procedure is intended as the exclusive procedure for resolving all questions and complaints. Your failure to follow these procedures means that you are giving up the right to any further consideration of such questions or complaints by the company.

Grievance Procedure

What is a grievance? A grievance occurs when an employee feels, rightly or wrongly, that he/she has not been treated fairly concerning any matter related to wages, hours or working conditions (including termination or employment or any other discipline, any aspect of the job, and employee's relationship with the Company or a coworker, etc.), or the interpretation of any of the provisions of this handbook or any of the Lotus 's policies or rules.

An employee having a grievance shall present the complaint to the company as a grievance according to the following procedure:

Step 1. Since your supervisor is often in the best position to help, your first step generally is to discuss the problem with your immediate supervisor. You must discuss the problem with your supervisor within three (3) working days of the occurrence of the complaint or problem (or when you knew or should have known of the occurrence.)

Step 2. If you are not satisfied with the supervisor's response or if the supervisor, in your view is part of the problem; the next step is to contact your Executive Director and request a meeting. All we ask is that you do so in writing within three (3) working days of receiving your supervisor's answer or within three (3) days of the onset of your initial concern. We strongly believe that it is best to get questions, concerns and problems resolved as quickly as possible. Your Executive Director will give you a response within ten (10) calendar days.

Step 3. If you are not satisfied with the response you receive after Step 2, you may refer your grievance to the President of the company, at the address listed in the *Welcome and Introduction Section*, page 4.

We may need to extend the time for our response in unusual circumstances that warrant more time for investigations, but you will be informed of any delay.

We realize that there may be situations where your feel that one or more of the individuals who would hear your grievance are the cause of the problem or do not have the authority to help or answer your questions. In these unusual situations, you may present your questions or complaints directly to the next step.

Employees are asked to discuss grievances only with appropriate management personnel. Employees may not discuss a grievance with another co-worker or any individual outside of the above steps.

Again, the best solution to any problem is to discuss it **IMMEDIATELY** with the appropriate personnel. The goal of the company is to find equitable solutions to problems as soon as possible.

- Section 6 -

Benefits and Sharing Success

6.1 - BENEFIT SUMMARY
You are entitled to a variety of benefits which, when added to your pay, contribute to your employment package. Once you satisfy certain eligibility requirements, you have the opportunity to participate in the overall program. Please remember this handbook is not a contract for benefits; it is possible the company will change or terminate any of the following benefits in the future.

6.2 – COBRA
Per federal regulations.

6.3 - Expense Reimbursement
Employees will be reimbursed for reasonable authorized business expenses, such as authorized travel and entertainment, after an expense report with complete supporting documentation is submitted. See the Executive Director for details. A falsified expense report may result in immediate termination.

6.4 - Weather Conditions
During times of inclement weather, the employee shall make his / her best effort to arrive at the community in time for the regular workday. If an employee is not able to report to work as scheduled, it is the responsibility of the employee to notify his / her supervisor as soon as possible.

It is the policy of Lotus to compensate employees for time lost resulting from a management decision to close the office temporarily during inclement weather. When our offices or facilities are open, however, non-exempt employees who do not report to work will not be compensated for time missed but may use a day of vacation to compensate for time lost. Exempt salaried employees, those who are not paid for overtime work, will have their salaries continued even if they are unable to report to work.

6.5 - Employment Insurance
We maintain workers' compensation and unemployment insurance in compliance with applicable law for all employees.

6.6 - Leaves of Absence
When employees are hired, it is expected they will work continuously as needed. We do, however, recognize that uncontrollable conditions do arise which require employees to take a temporary absence from employment.

We provide unpaid leaves of absence to regular full-time and regular part-time employees for absences caused by disability. The unpaid leave will extend for the period of the disability unless doing so would cause the Company undue hardship.
During the period of any leave of absence, no wages or benefits are accrued or paid, unless specifically stated in this handbook or required by law.

Leaves of absence must be requested by the employee in writing and approved by a member of the management team in order to allow us to make arrangements for proper staffing during your absence. Employees who do not notify the company and obtain approval for leaves of absence will be considered absent without authorization.

<u>Medical / Family Leaves of Absence</u>
Occasionally, employees are required to be absent from work for extended periods of time due to a serious personal on or off-the-job injury or illness, or to assist a family member that is ill. In such circumstances, employees should contact the office regarding extended leaves of absence. Employees who are absent from work due to work-related illnesses and injuries are eligible to receive Workers' Compensation benefits.
All employees on a medical leave of absence for a personal injury or illness or to assist and ill or injured

family member, are required to call their supervisor to report their medical status, progress and anticipated date of return to work at least once a week, unless you have received written approval to be absent until a specific date. Reporting to a co-worker or another person will not be sufficient to comply with this reporting requirement.

The re-employment of persons returning from medical leave is subject to the availability of suitable work and subject to submission of a medical certification of fitness for return to work. The Company will, however, comply with all applicable laws.

Family Leave Under State and Federal Law

Lotus entities may be subject to both State Family Leave Acts Colorado and the federal Family and Medical Leave Act (FMLA). Lotus will apply the regulation that is applicable to the individual employee's circumstances, in accordance with all regulations.

Employees on leave must keep the Company apprised of their anticipated date of return to work, changes in medical status, address or telephone number, and any other reporting obligation directed by the Company. All employees who are either fully or partially released to return to work must report to the Company upon receipt of the release as outlined in the "Medical Leave" section of this handbook. The Company will generally require a release to return to work from an employee's treating physician before an employee will be allowed to return to work.

Requirements:

Request for family leave must be made in writing. If the need for the leave is known to you in advance, you must give 30 days advance notice. If the leave is not known in advance, you must give verbal notice within 24 hours of the beginning of the leave, followed by confirmation in writing within 3 working days after you return to work. Medical certification supporting the need for leave due to the serious health condition of an employee or immediate family member, or the need to provide home care to a child, may be required. However, medical verification will not be required to substantiate your need to be absent to provide "home care" for child unless you are absent for more than 3 workdays in a one-year period.

Benefits:

A family leave is without payment of wages.

Employees who are absent due to a serious on-the-job health condition are eligible for workers' compensation benefits; family leave entitlement will run concurrently with a workers' compensation absence.

Eligibility for health insurance benefit continuation shall be in accordance with applicable law.

Reinstatement:

In order to have reinstatement rights when you are returning from family leave, you must request reinstatement upon the expiration of leave. A request for reinstatement must be submitted in writing. If you make a timely request for reinstatement you shall be reinstated to your former position because that position no longer exists, you will be reinstated to an available equivalent position.

Employees on leave must keep the Company apprised of their anticipated date of return to work, changes in medical status, address or telephone number, and any other reporting obligation directed by the Company. All employees who are either fully or partially released to return to work must report to the Company upon receipt of the release as outlined in the "Medical Leave" section of this handbook. The Company will generally require a release to return to work from an employee's treating physician

before an employee will be allowed to return to work.

Federal Family and Medical Leave Act (FMLA)

The Company will also comply with applicable federal laws regarding time off for the birth or adoption of a child; placement of a foster child; or when absence is necessary due to an employee's serious health condition; or to enable an employee to care for an immediate family member with a serious health condition.

Relationship between FMLA and OFLA/WFLA: The FMLA does not supersede any more favorable provisions of OFLA/WFLA or our policies. However, the FMLA generally does not allow you to "tack" FMLA leave onto leave allowed by OFLA /WFLA or our policies. We will comply with the FMLA, OFLA/WFLA or our own policies; whichever is more favorable to you in the given case. Please note that an employee may be entitled to more than one leave for the same absence. For information on these leave of absence policies, contact your supervisor. Federal law requires this Company to give you notice in the handbook of the following information:

Eligibility:

To be eligible for FMLA benefits, an employee must have worked for a total of at least 12 months and have worked at least 1,250 hours over the previous 12 months.

An eligible employee is entitled to a total of 12 weeks of unpaid leave during a calendar year for one or more of the following reasons:

- For the birth or placement of a child for adoption or foster care;
- To care for an immediate family member (spouse, child or parent), with a serious health condition; or
- To take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same Company are jointly entitled to a combined total of 12 weeks of family leave for the birth or placement of a child for adoption or foster care; or to care for a parent (but not parent-in-law) who has a serious health condition. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take leave intermittently, which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. If leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval. However, FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.

Substitution of paid leave:

At your request or ours, certain kinds of paid leave may be substituted for unpaid FMLA leave. Accrued vacation (or paid personal leave) may be substituted for any type of FMLA leave. Accrued medical / sick leave (and accrued paid family leave) may be substituted only in circumstances where our policies or state law allow you to use that paid leave. This means, in general, that sick leave may be used only for leave taken because of your own health condition.

If you have any accrued paid leave that may be used for the kind of FMLA leave you are taking, it is our policy that you must use that paid leave as part of your FMLA leave. For example, if you wish to take 12 weeks of FMLA leave due to your own serious illness and you have accrued two weeks of vacation and two weeks of

sick leave, you would first take two weeks of sick leave, then two weeks of vacation and then have eight weeks of unpaid FMLA leave available. If you use paid leave for a purpose for which FMLA leave would be available, it is our policy to designate your paid leave as counting against your FMLA leave allowance. You are required to notify us if you use paid leave for a reason covered by the FMLA so that we may properly account for the leave.

Definition of a Serious Health Condition:

"Serious health condition," has a different meaning under the federal law. It means an illness, injury, impairment, or physical or mental condition that involves:

1. *Hospital Care*
   Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential nursing facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
2. *Absence Plus Treatment*
   A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
   - Treatment two or more times by a health care provider, by as nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
   - Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
3. *Pregnancy*
   Any period of incapacity due to pregnancy, or for prenatal care.
4. *Chronic Conditions Requiring Treatments*
   A chronic condition which:
   - Requires periodic visits for treatment by health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
   - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
   - May cause episodic rather than a continued period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
5. *Permanent / Long-term Conditions Requiring Supervision*
   A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. *Multiple Treatments (Non-chronic Conditions)*
   Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment. Examples would include cancer
   (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

"Incapacity" means in the inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore or recovery therefore.

"Treatment" includes examination to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examination, eye examinations, or dental examination.

A regimen of "continuing treatments" includes, for example, a course of prescription medication (e.g. an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

Reinstatement:
Upon return from FMLA leave, the employee will be restored to his or her original job or to a job with equivalent pay, benefits, and other employment terms and conditions. In addition, an employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

"Key Employees": Employees who are among the highest compensated 10% of the Company's workforce are designated "key employees'; we will notify them of this status in response to their notice of intent to take FMLA leave. Under specified and limited circumstances where restoration of employment would cause substantial and grievous economic injury to the Company, Lotus may request to reinstate a "key" employee to a different worksite, not more than 75 miles from the original worksite, after a FMLA leave during which health coverage was maintained.

If the Company refuses to reinstate such an employee we will:

- Notify the employee as soon as the Company decides it will deny job restoration and explain the reason for this decision;
- Offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice;
- Make final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

Other Requirements:
Employees seeking to use FMLA leave may be required to provide the following:

- Thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable;
- Medical verification of the need for leave due to a serious health condition affecting the employee or an immediate family member;
- Second or third medical opinions (at the employer's expense) and periodic re-certifications and fitness for duty reports; and
- Weekly reports during FMLA leave regarding the employee's status and intent to return to work.

When leave is needed to care for an immediate family member or the employee's own illness and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the community's operation.

When an employee gives notice of FMLA leave, Lotus shall give the employee specific information on what is required of the employee and what might occur in certain circumstances, such as if the employees fails to return to work after FMLA leave.

Leave taken as a result of a Worker's Compensation injury where the injury results in a "serious health condition" will be counted as FMLA leave.

Employees on leave must keep the Company apprised of their anticipated date of return to work, changes in medical status, address or telephone number, and any other reporting obligations directed by the Company. All employees who are either fully or partially released to return to work must report to the company upon receipt of the release as outlined in the "Medical Leave" section of this handbook. The Company will generally

require a release to return to work from an employee's treating physician before an employee will be allowed to return to work.

Other Leaves

Bereavement

After 90 days of continuous employment, in case of death in your immediate family, you are eligible for a maximum of three (3) days of paid time off to attend the funeral if those days coincide with scheduled workdays. Pay will be based on your scheduled hours not to exceed three regularly scheduled days, including the day of the funeral. If you are notified of a death in your immediate family while you are at work, you may leave work without loss of pay for the remainder of your scheduled hours for that day in addition to the three days leave.

Immediate family includes: spouses, children (including step-children), parents (including step-parents and those in loco parents), sisters, brothers, mother and father-in-law, sister and brother-in-law, grandparents and grandchildren.

Employees who wish to take time off work to attend the funeral of persons who are not "immediate family" members my request an unpaid personal leave of absence.

Jury Duty

We provide all employees unpaid leave for the full period of jury duty service. Employees may keep the payment provided by the court for jury duty service. You must provide your supervisor with a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, you are required to provide your supervisor with proof of jury service.

Although it is the employee who is called, Lotus reserves the right to petition the proper authorities for the release of an employee whose services are urgently needed during the period set for jury duty.

Witness Duty

All employees summoned to testify in court are allowed time off for the period they serve as witnesses. The time off will be paid if the employee is a witness in a case involving Lotus ; ***except in the event the employee is suing this company***.

Military Service

We provide unpaid leave to all employees performing military service in accordance with federal and state law. Military service includes active military duty and Reserve or National Guard training. You are required to provide your supervisor with copies of your military orders as soon as possible after they are received. Reinstatement upon return from military service will be determined in accordance with the following general rules:

Upon the expiration of such a leave of absence, each employee will be restored to his / her former job classification or to a position of like seniority, status and pay unless circumstances of the Company have so changed as to make it impossible or unreasonable to do so, provided:

a. Application for reemployment is made within 90 days after discharge from active service or hospitalization continuing after discharge for a period of not more than one year.
b. Application for reemployment is made by the employee within 31 days after release from performing training duty or rejection before performing any active duty.
c. Employee presents certificate showing satisfactory completion of service. Accrued employee benefits shall resume upon reemployment following military service (subject to conditions of this manual).
d. Employee's voluntary period of enlistment or recall to active duty does not exceed two years.

If an employee is not qualified to perform the essential functions of the former position by reason of a service-incurred disability but is qualified to perform the duties of another vacant position, he / she is to be

restored to such other position as will provide him/her like seniority, status and pay or the nearest approximation thereof unless circumstances of the Company have so changed that it will cause the Company undue hardship.

Personal Leave

Employees may be granted an unpaid personal leave of absence for up to 90 calendar days at the discretion of the company. Requests for personal leaves of absence must specify a starting and ending date as well as the reason for the requested leave. There should be a compelling personal reason for the leave. A leave will not be granted to work another job or to seek employment or career opportunities elsewhere.

Employees returning from personal leaves of absence are not guaranteed reemployment. Re-employment is subject to the availability of a position that the company determines is suited to an employee's skills, qualifications and experience.

Requests for Leave:

All leaves must be arranged in advance except in those rare cases where an advance request is not possible under the circumstances. Requests for leave must be submitted in writing to your immediate supervisor or the Executive Director as far in advance of the anticipated leave date as possible. If circumstances prevent you from submitting an advance written request, you must orally inform your supervisor as soon as possible and follow the oral notification with a written request. All requests for leave must indicate the date you anticipate returning to work.

Effect of Leave on Seniority and Benefits

All employee benefits that operate on an accrual basis continue to accrue during only the first 30 days of any leave, unless a written employee benefit plan provides otherwise. We do not pay for group health or other insurance benefits, but you may continue those benefits at your expense during leave. No other benefits are provided.

In addition, the general rule is that all time off over 30 days shall be added to the employee's starting date with the company and an adjusted hire date established. However, there are two exceptions. First, an employee who is off work because of accidental injury incurred while on the job retains his/her starting date with the company. Second, military leave will not affect one's initial hire date so long as the provisions of the military leave policy are followed.

Returning From Leave:

We will attempt to reinstate employees who have completed a period of leave in compliance with our leave policies to the same job they had before the leave, or a similar one, subject to budgetary restrictions, business changes, our need to fill vacancies, and our ability to find qualified temporary replacements. We cannot guarantee that your job will remain available, and in some cases, at our discretion, reinstatement may not occur.

Additional provisions regarding reinstatement are contained in the policies on military, maternity and family leave.

An unauthorized failure to return promptly to work at the conclusion of a leave of absence, or an application for unemployment compensation while on leave, may be treated as a voluntary resignation.

- Section 7 -

GENERAL INFORMATION

7.1 – Quarterly Training Courses/In-services
To maintain a high standard of professionalism and to keep our staff updated about new policies and procedures, the community provides regular quarterly trainings or in-services.

7.2 – Dress Code
It is important all employees present a neat and professional appearance to the public. A well-groomed employee immediately creates a favorable impression of the services we perform. Management has the discretion to determine appropriate dress.

Uniforms
New employees will be provided with two uniform tops upon hire.

Items prohibited: thigh high boots, flip flops, Birkenstocks or similar footwear, jeans, cropped pants, shorts, Capri's, t-shirts, sweatshirts, tank tops, halter tops and any article of clothing that is ragged or torn, too tight, too baggy, exposes back or belly or cleavage or is otherwise inappropriate for a professional workplace.

Uniforms must be clean, neat and unwrinkled.

Personal Appearance and Hygiene
Personal Hygiene: Bathe daily and use deodorant; hair should be clean and neat; teeth clean; fingernails cleaned and kept short and filed. Avoid excessive use of cologne, perfume or aftershave lotion. Avoid extreme hairstyles and excessive jewelry. Long hair must be pulled back, tied or clipped back. Hairnets may be required in designated areas such as the dietary department.

Lotus recognizes the negative effect of tattoos and body piercing on the professional image we wish to project to our residents, families and the general public. It is the company's policy that all tattoos must be completely covered while at work. It is each employee's responsibility to ensure this occurs prior to arriving on the company's premises. We recommend long sleeves, socks and other items of clothing be used to cover tattoos.

Pierced jewelry is only allowed in the ear and is restricted to close fitting studs for safety purposes. Lotus recommends minimal jewelry on employees, and will assess the appropriateness of any jewelry based on safety to employees and/or professional appearance.

7.3 - Employee Information
It will be the responsibility of the employee to keep the office informed of any changes regarding name, address, marital status, number or status of dependents and telephone number. There may be times when it is necessary for the company to contact the employee in order to coordinate scheduling; therefore, the office needs the current address and telephone number of all employees. Such changes also affect withholding deductions, social security benefits, etc.

7.4 - Lost and Found
Articles of value found in and around the community will be turned over to the employee's supervisor or Executive Director for proper identification and returned to the rightful owner. It will be the responsibility of each employee to safeguard properties of the company, the residents, visitors and other employees.

7.5 - Personal Property
Lotus cannot be responsible for your clothing or other personal items that are lost, stolen or damaged while at work. We strongly recommend you do not bring or keep valuable personal property at work. Leave your valuables (expensive clothing, jewelry, money, etc. at home. If you choose to bring to work valuable personal property or excessive cash, please secure all items in your locker.

7.6 – Privacy at Work

At times we may need access to materials in your desk or working area, or we may need to review data stored on the computer system. Please remember that working areas are not private and do not guarantee the confidentiality of materials or activities. Similarly, our communications system (voice mail, electronic mail, telephone mail, etc.) is not always secure. If you need to store personal information, need to have a personal conversation, please keep this in mind. Any materials you need to keep private should not be brought on to our premises.

7.7 – One Last Word

This handbook has presented a brief overview of personnel policies established to help you in your job. It is not intended as a formal or exhaustive statement of an employee's rights and responsibilities, or as a contract of employment. It is simply a summary of Lotus 's current policies, rules, procedures and benefits. Our past flexibility in making changes in these areas has resulted in continuing improvement in working conditions and benefits for all of our employees over the years. We feel very strongly that we must retain flexibility to meet future economic challenges.

Accordingly, management reserves the right to amend, modify and / or eliminate any of these policies, rules, procedures and benefits at its discretion. Management also reserves discretion to act apart from these policies to the extent permitted by law. All employees will be given reasonable notice as to changes to these written policies.

Since this handbook is meant to be a simple, understandable summary of our basic policies, rules, procedures and benefits, we have attempted to minimize the use of legal and technical language. It is up to you to notify us if you have a concern or question about your employment rights and responsibilities.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

This is to acknowledge that I have received a copy of or am able to access a copy of the Employee Handbook either on-line at LotusAssistedLiving.com or at my place of work from my immediate supervisor or the business office.

I understand the Employee Handbook contains important information about the Company, and that I should consult with my immediate supervisor or the Executive Director regarding any questions not answered in the handbook. I have entered into my employment relationship with the Company voluntarily, and understand that there is no specified length of employment. Accordingly, either the Company or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice. I understand and agree that no person other than the President of the Company may enter into an employment agreement contrary to the Company's stated employment-at-will policy.

I understand that the Employee Handbook sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligation of employment. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies, and standards it sets forth. I also understand that except for Lotus policy of at-will employment, the company reserves the right to revise, delete, and/or add to the provisions of this Employee Handbook. No oral statements or representations can change any provisions of this Employee Handbook. I acknowledge that revisions to the handbook may occur and that all such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I acknowledge that the on-line Employee Handbook includes the most up-to-date information and it is my responsibility to obtain or request the latest version of the handbook.

I acknowledge that I have not only been provided training and education on the content of the Employee Handbook, I also understand that I am expected to read the entire handbook. I understand that this acknowledgement form will be retained in my personnel file.

_____ _____

Employee's Signature **Date**

_____

Employee's Name (Print)

_____ _____

Company Representative/Job Title **Date**

COPY TO BE KEPT IN EMPLOYEE'S PERSONNEL FILE!