

*Bluegrass Oakwood, Inc.*

*Personnel Policies*

*Adopted*

*March 1, 2011*

# TABLE OF CONTENTS

	PAGE
<b>I GENERAL INFORMATION</b>	<b>2</b>
<b>II DEFINITIONS</b>	<b>3</b>
<b>III CLASSIFICATION/COMPENSATION PLAN</b>	<b>5</b>
<b>IV APPOINTMENTS AND EMPLOYMENT POLICIES</b>	<b>11</b>
<b>V TEMPORARY PERIOD</b>	<b>15</b>
<b>VI SEPARATIONS AND DISCIPLINARY ACTION</b>	<b>17</b>
<b>VII GRIEVANCES AND APPEALS</b>	<b>21</b>
<b>VIII EMPLOYEE BENEFITS</b>	<b>23</b>
<b>IX SERVICE REGULATIONS</b>	<b>37</b>
<b>X APPENDIX A</b>	<b>46</b>
<b>XI APPENDIX B</b>	<b>49</b>
<b>XII APPENDIX C</b>	<b>55</b>
<b>XIII INDEX</b>	<b>57</b>

# I

## GENERAL INFORMATION

The Personnel Rules, Regulations, and Policies stated herein have been adopted by the Board of Directors of Bluegrass Oakwood, Inc, and are applicable to all employees.

While maintaining a degree of flexibility is essential, it is just as essential to work within the framework of an established system in order to provide for standardization and maximum utilization of personnel and financial resources with respect to efficiency and economy of operation. Therefore, the policies stated herein are subject to change at the sole discretion of the Board of Directors. Employees transitioned from State Government positions November 1, 2006, should refer to the Personnel Transition plan for additional information regarding fringe benefits.

These personnel policies should not be construed as, and do not constitute, a contract of any kind. Further, these policies do not imply or guarantee continued employment for any specific duration. Although it is hoped that employment with Bluegrass Oakwood, Inc., will be long-term, either the employee or the employer, Bluegrass Oakwood, Inc., may terminate the employment relationship at any time in accordance with these policies.

Further information and procedural details concerning the policies herein can be reviewed at the corporate website, [www.bluegrass.org](http://www.bluegrass.org)-employee information. Forms and applications for various benefits and employee requests can be found on the "X" drive, Human Resources Forms.

## II

### DEFINITIONS

#### A. **Bluegrass Oakwood, Inc. (Facility)**

The Bluegrass Regional Mental Health-Mental Retardation Board, Inc., is a private non-profit organization providing outpatient mental health services, programs for the mentally retarded and substances services in 17 counties of the Bluegrass. The Board also manages Bluegrass Regional Psychiatric Services (Eastern State Hospital) an inpatient psychiatric hospital in Lexington and Bluegrass Oakwood, an MRDD residential community in Somerset. The Board of Directors is the governing body for all 3 companies and may have up to 40 (forty) volunteer members.

#### B. **Class**

A group of positions sufficiently similar as to duties performed, scope of discretion and responsibility, minimum requirements of training, experience or skill, and such other characteristics that the same title and the same schedule of compensation have been applied to each position in the group.

#### C. **Employee**

A person appointed to a position for which he/she is compensated.

1. Full Time Employee - An individual appointed to a position who works at least thirty-seven and one half (37 1/2) hours per week.
2. Part Time Employee - An individual who works less than thirty-seven and one half (37 1/2) hours per week.
3. Provisional Employee – An individual appointed to a position for a specified period of time, or on an on-call basis, or to a position so designated wherein status may not be conferred upon, nor fringe benefits accrue to, the incumbent.
4. Temporary Appointed Employee - An individual appointed to a position for a period of time on a temporary or trial basis not to exceed nine (9) months. Certain fringe benefits may be accrued for a temporary appointment employee.
5. Regular Employee - An individual who has completed a temporary period may be considered for regular status and benefits or an individual who has successfully completed a psychiatric performance review period (MD, Psychiatrist, ARNP).

**D. Position**

An office of employment (whether temporary, part time or full time, provisional or regular, occupied or vacant) involving duties requiring the services of one person.

**E. Psychiatric Performance Review Period**

Appointments to MD, Psychiatrist, or ARNP positions require a specific review period of one (1) year

**F. Status**

The acquisition of tenure with all rights and privileges appertaining thereunto and as identified in these policies after satisfactory completion of a temporary period.

**G. Regional Office**

The Corporate Executive Administrative Offices of the Facility, located in Lexington, Kentucky.

**H. Facility Department Head**

An individual with management and supervisory responsibilities over a Facility department or services.

**I. Supervisor**

Immediate supervisor of record.

**J. Facility Director**

The top executive of the Facility reporting to the Corporate President and CEO.

**K. President and CEO**

The President and CEO of the organization.

### **III**

## **CLASSIFICATION/COMPENSATION PLAN**

### **A. Classification Plan - General**

Bluegrass Oakwood Inc, has a classification plan which includes for each position: a title, description of duties and responsibilities, essential functions, core competencies, physical requirements, and minimum qualification requirements relating to education and experience.

Every position shall be assigned to the appropriate classification prior to any administrative action being taken on appointments, reclassifications, promotions, transfers, pay grade changes, or any other type of personnel or position actions.

Positions which require the performance of similar duties and responsibilities, scope of discretion exercised, and minimum qualification requirements will be assigned to the same classification.

New positions will be assigned to existing classes whenever possible. If no existing classification is suitable to properly classify a position, a position description outlining the duties and responsibilities and minimum qualification requirements of the new position may be submitted to the Human Resources Department along with the request to establish a new classification.

### **B. Class Specifications**

Class specifications are descriptive and explanatory. They are designed to indicate the kinds of positions which should be allocated to each class. Specifications do not contain an exhaustive list of every duty which an employee might be required to perform while serving in a specific position classification. Specifications are not to be construed as limiting or modifying the authority of the supervisor or the Department Head or the President and CEO to revise, eliminate, or otherwise change the duties or responsibilities of employees under their direction. Class specifications may be supplemented by a competency-based position description which will further identify job specific essential functions.

### **C. Compensation Plan - General**

Bluegrass Oakwood has a compensation plan providing salary ranges for all positions listed in the classification plan with salary levels assigned to each class of position depending upon the total complexities and functions of the position as outlined in the classification plan. Salary ranges are established depending upon the relative level of duties and responsibilities of various classes, current salary rates in other sectors of employment, state and federal wage and hour laws and the financial resources of Bluegrass Oakwood, Inc.

## **D. Salary Schedule - General**

The salary schedule is divided into pay grades with steps in each grade. Effort shall be exercised to appoint individuals at the first step of a pay grade leaving the other steps for lateral advancement which is concomitant to satisfactory performance and tenure.

There are, however, circumstances which necessitate the employment of individuals in-step. In these cases, the candidate must possess qualifications of education and experience in excess of the minimum requirements as listed on the appropriate job specification.

## **E. Position Actions and Salary Advancements**

Salaries may be advanced as a result of several possibilities. All salary advancements shall be based upon individual evaluation and no salary advancement will be deemed automatic.

### **1. Reclassification**

When a permanent and material change of the duties and responsibilities of a position occurs, the position may be reclassified. Position reclassifications do not occur solely as a result of an increase in workload of a position or the gaining of expertise by the incumbent. These may be contributing factors, however, the overriding factor will be an increase in the scope of discretion exercised by the incumbent resulting from an increase in the responsibility of the position.

An employee who is advanced to a higher pay grade as a result of a position reclassification shall receive a salary increase of 5% or to the minimum of the new pay grade if applicable.

### **2. Reallocation**

When it is determined that a position has been incorrectly assigned to a classification and there have been no substantial changes in the duties and responsibilities of the position, it may be reallocated either upward or downward to a proper level. If a position is reallocated, the affected employee will be entitled to serve therein with the corresponding status held prior to the reallocation.

An employee who is advanced to a higher pay grade as a result of a position reallocation shall receive a salary increase to at least the lowest step of the salary range for the class which will provide an increase over the salary received prior to advancement.

### **3. Promotion**

As vacancies occur throughout the Facility, the positions may be filled either through employment of qualified applicants or through promotion of qualified candidates presently employed by the Facility. A promotion constitutes advancing an employee from a position having a lower salary range to a position with a higher salary range that encompasses a greater degree of discretion and responsibility.

When filling a vacancy through promotion, all eligible candidates shall be given consideration. It is encouraged that vacancies be filled through promotion of present employees whenever possible.

An employee who is promoted shall receive a salary increase to at least the minimum step of the pay grade applicable to the new position that is assumed. When fixing a salary as a result of a promotion, the individual's new salary will be determined by a comparison of the individual's qualifications (with respect to the requirements applicable to the class to which assignment will be made) and the salary rate of other employees assigned to the same class.

#### 4. Demotion

A change in rank of an employee from a position in one class to a position in another class having a lower minimum salary and requiring less discretion or responsibility is a demotion.

An employee may be demoted due to reorganization or for cause. An employee must be presented with the reason(s) for demotion in writing at least two weeks prior to the demotion.

If, for personal or other reasons, an employee requests a demotion, such action may be recommended at the discretion of the Facility Director.

An employee who is demoted shall have a salary placement at the corresponding step of the lower pay grade as that held prior to the demotion.

#### 5. Transfer

The movement of an employee (whether voluntary or involuntary) from one position to another having the same salary range and the same level of responsibility is a lateral transfer.

Employees may be transferred upon request, at the discretion of the Facility Director upon written approval of the President and CEO; or for cause. If the Facility Director, upon approval of the President and CEO, feels an employee would be utilized in a more efficient and effective manner at a different work station, the employee may be transferred after giving the employee two weeks

notification in writing. Notice is intended for long range, ongoing changes of duties or work station. Notice is not required for temporary assignment of day to day shift changes or other staff changes that may be required to adequately and safely operate the Facility.

An employee who is transferred shall receive the same salary or hourly rate that was paid prior to the transfer.

6. Pay Grade Change

Whenever it is determined that the pay grade for a class of positions is inadequate, a new salary range may be made applicable. Persons employed in that class at the effective date of the adjustment may have their salaries increased to at least the minimum step of the new pay grade. In adjusting salaries as a result of a pay grade change, all employees affected by the adjustment shall be afforded equitable treatment.

7. Increment

Employees may be considered for a salary advancement on an annual basis.

8. Annual Increment

Annual increments are considered by the Board of Directors each year following the close of the fiscal year financials. Employees are eligible for consideration of a salary advancement following completion of twelve months continuous satisfactory service since last receiving a salary increase. The award of an increment will require completion of the competency evaluation and a recommendation to the President and CEO by the Supervisor, Department Head and Facility Director as to the employee's satisfactory work performance during the entire evaluation period.

**F. Increment Dates**

1. Increment dates will be established or advanced when:

- a. An employee first enters service.
- b. An employee receives a salary increase as a result of a promotion.
- c. An employee receives a salary increase as a result of a reclassification.
- d. An employee going on leave without pay shall result in the postponement of the employee's receiving an increment one day for each day on said leave.

- e. An eligible employee may receive a salary increase no sooner than nine (9) months and no more frequent than one (1) year thereafter.
  - f. An employee appointed to a Psychiatric Review Period may be eligible for an initial salary increase after one (1) year of employment and no more frequent than one (1) year thereafter.
2. Increment dates will not change when:
- a. An employee's class receives a pay grade change.
  - b. An employee receives an increase as a result of a position reallocation.
  - c. An employee is transferred.
  - d. An employee is demoted.
3. Increment dates are:
- a. Advanced one year (12 months) when an employee receives a promotion, reclassification, or successfully completes a temporary period.
  - b. Advanced six (6) months when an employee is promoted to an entry level RN or LPN classification.

## **G. Overtime**

In the event that employees "covered" under the Fair Labor Standards Act (FLSA) of 1938, as amended, are required to work more than forty (40) hours in one work week, they shall be compensated in accordance with the provisions of Part 778 of the same Act.

Covered (non-exempt) employees are allowed to work no more than thirty seven and one-half (37.5) hours during a work week unless specifically approved for additional hours by their supervisor. All hours worked must be reported on the bi-weekly time/travel report. Hours worked in excess of forty (40) will be compensated at the rate of time and one half the regular rate of pay for covered employees. Covered employees may elect to use compensatory time if taken during the same work week as the accrual of overtime hours. Compensatory leave must be pre-approved by supervisor.

Each seven day work week stands alone when addressing the issue of overtime. Full time employees must work five, seven and one-half (7 1/2) days each week. Any exceptions require authorization from the Supervisor.

Since the nature of the work of the professional employee is such that they are expected to give time to the work at hand without consideration of remuneration of overtime, professional employees shall not be paid for overtime work. These employees are

referred to as "exempt," meaning exempt from the FLSA overtime rule. However, with prior approval of the immediate supervisor and Department Head, compensatory leave for work performed under special circumstances, such as work on holidays, may be authorized.

For exempt employees compensatory time must be taken within the last two (2) preceding pay periods of accrual (28 to 42 days) and requires prior approval of the immediate supervisor.

## **H. Shift Differential**

Employees assigned to work either second or third shifts or weekends in approved classifications, will receive an hourly shift differential in accordance with the following:

1. The extraordinary shift must be the employees regularly assigned shift; or
2. The employee is covering an extraordinary shift for another employee.
3. Shift differential will be made applicable for shifts beginning after 3:00 p.m.
4. Only those employees with pre-approval in writing from the Facility Director and the President and CEO may record shift differential on a time sheet.

## IV

### APPOINTMENTS AND EMPLOYMENT POLICIES

#### A. Staff Selection

It is the aim of Bluegrass Oakwood to build in Kentucky an outstanding Facility. To do this, a top-flight professional staff, supported by highly skilled and dedicated service personnel, must be assembled in a positive working environment which brings out the best in each.

The keystone in achieving this aim is the selection of staff members. Not only must the prospective employee possess the knowledge, abilities, and attitudes which meet our needs, but also the candidate must find in our programs, personnel, and policies, the ingredients of a challenge that will constitute maximum incentive and job satisfaction. All job openings shall be made known to the staff. To this end, a list of open positions will be posted in the Human Resources Department. In addition, vacancies are posted on the Bluegrass Oakwood website, and available on the network drive; and routinely advertised in local newspapers throughout the Region, and all listings for job openings are shared with local employment offices.

Bluegrass Oakwood employees must have the character, attitudes, and personality that will hasten their acceptance by the community and enable them to perform effectively within the limitations of community standards and customs.

#### B. Employment Opportunity

The Board is committed to the education and enforcement of all regulations regarding the prohibition of discrimination including all EEOC, OFCCP and the ADA regulations.

Opportunity for employment with the Facility or any of its other services shall be open to any person, who, on the basis of merit, is qualified for the desired position. Applications shall be considered and persons will be appointed, promoted, demoted, or dismissed without regard to race, sex, religion, national or ethnic origin, political or religious opinions and affiliations, age, handicap, disability, sexual orientation or U.S. military status. In addition, we are committed to affirmative action that will enhance recruitment and opportunities for minorities and female applicants.

#### C. Employment Procedures and Responsibilities

##### 1. Employment

To make the greatest use of the accumulated experience and wisdom of our management team in evaluating prospective employees, it is important to have each

candidate interviewed by at least those supervisors and managers in the candidate's "chain of command." Furthermore, to insure the most competent evaluation of an applicant's capabilities, it is advisable that the immediate work supervisor and the Department Head collaborate closely on an applicant's suitability before a final offer of employment is made by the Facility Director and approved by the President and CEO.

A careful reference check shall be made into the background of any applicant under active consideration of employment. At least three (3) professional references must be secured and verified before a candidate can be recommended for employment. If a candidate has been gainfully employed with the same employer for at least ten (10) consecutive years, then two (2) professional references will be sufficient. A positive determination shall be made of professional qualifications of any applicant and all credentials shall be verified.

All offers of employment may be made only upon completion of the full selection procedure, completion of all documentation, and following approval of the President and CEO.

## 2. Ongoing Responsibilities

In addition to expectations regarding satisfactory job performance, it is important and expected that staff will fulfill full licensure/credentialing/training requirements for which they are eligible consistent with education and experience. If state licensure testing is involved or required, the employee is responsible for all test fees and renewal fees.

An employee will be expected to complete full licensure at first eligibility following completion of required supervision and experience hours. Failure of a licensure exam may be cause for demotion or change in job assignment. Noncompliance with obtaining licensure may be grounds for termination of employment or loss of the privilege of Board sponsored clinical supervision.

It is also critical for the organization that staff meet their assigned effort and quality targets. Failure to do so may result in disciplinary action up to and including termination of employment.

## **D. Pre-Employment Requirements**

The following special requirements should be discussed with applicants (as they might apply to the position) at the time of completing the application for employment. All applicants will be asked to complete a drug screening test prior to any offer of employment. All testing will be at the Facility's expense and done at an independent testing laboratory. Positive drug screens may terminate the employment process.

All applicants must authorize Bluegrass Oakwood, Inc. to complete a criminal records check prior to offer of employment. This process is conducted by the Administrative Office of the Courts, the Kentucky Nurse Abuse Registry, the Cabinet for Families and Children, Adult Protective Services, and a Nationwide Criminal and Sex Offender background check at the Facility's expense. The results of the background check will be shared with the applicant/employee and will be evaluated/reviewed for suitability for continued employment. Applicants for positions responsible for resident payments or other cash related functions will have a pre-employment credit check completed by the Human Resources Department prior to a recommendation for appointment. The credit check is done at the Facility's expense by an independent service bureau.

Other staff may be subject to pre-employment or periodic criminal records and background checks depending on payor requirements, licensing requirements, special legislative requirements or position, or at the Facility's discretion.

#### **E. Appointment Letters/Agreements**

Employees shall receive appointment letters which will include job classification, description, starting hourly or salary rate, effective date of employment, and other specific conditions relating to the individual's employment. The candidate must sign the appointment letter indicating an understanding of the conditions of employment and acknowledging receipt of personnel policies.

In addition to the appointment letter, employees will be asked to sign a statement of understanding or agreement to assure confidentiality, drug free workplace, and code of ethics. This agreement will become a part of the permanent personnel record.

#### **F. Interview Expenses**

With the pre-approval of the President and CEO, reasonable and actual interview, and travel expenses for professional applicants will be paid. Agreement on limits shall be made in advance.

#### **G. Employment of Relatives**

Applicants who are suitable for consideration of employment will be carefully reviewed with respect to the appropriateness and role/position of current employee to whom they are related. Direct supervision of family members by family members shall be prohibited.

#### **H. Provisional Appointment**

Provisional appointments can be made upon receiving prior approval from the President and CEO. Provisional employees receive no fringe benefits, are not eligible for salary advancements, and are not eligible for other rights and privileges outlined in these

policies. Time served as a provisional employee shall not count toward status unless the individual employee is appointed to a regular position at the expiration of the provisional assignment.

### **I. Part-Time Appointment**

The appointment of an individual to a part-time position (less than 37.5 hours per week) shall constitute a part-time appointment. Part-time employees must work at least 24 hours per week (100 hours per month) to be eligible for fringe benefits.

### **J. Temporary Appointment**

A temporary appointment involves the initial appointment of an employee to a temporary position.

### **K. Re-employment**

Consideration for re-employment at Bluegrass Oakwood Inc, is at the sole discretion of the Board. An employee who has been terminated will not be considered for re-employment if the termination was due to:

1. Discharge for cause.
2. Leaving without proper notice.
3. Failure to meet standards in job performance, including time and attendance record.
4. Failure to receive a positive recommendation from previous supervisor(s) or Human Resources.

## V

### TEMPORARY PERIOD

#### A. Temporary Appointment Period Defined

An initial temporary appointment may be used to demonstrate and determine that the appointment to a particular position was appropriate and the employee may be considered for a status change if it is reasonably expected to continue successfully and if an appropriate vacancy exists. No appointment to regular status is deemed automatic nor is a recommendation for retention related solely to the presence or absence of disciplinary actions.

The length of the temporary appointment period shall not exceed (9) months. During the temporary period, the employee's supervisor shall provide a detailed assessment in writing of the employee's performance with a recommendation for retention, dismissal, or job transfer. This recommendation shall be made on the basis of a full assessment of the employee's performance and the potential for professional growth. If dismissal is recommended and approved, the employee will receive applicable notice as required under Section VI, C, Step 4.

Other clinical professionals from the fields of social work and psychology (or others that function under a temporary permission to practice as applicable or who were notified at hire of such expectation) must obtain full licensure in minimum amount of time designated by applicable licensure board.

#### B. Psychiatric Review Period Defined

For physicians, psychiatrists, and advanced registered nurse practitioners, the successful completion of the psychiatric review period will be contingent upon the overall performance and completion and award of full clinical privileges.

#### C. Disciplinary Actions for Temporary Appointed and Psychiatric Review Period Employees

If a temporary employee's or an employee appointed to a Psychiatric Review Period, performance becomes unsatisfactory at any time, the immediate supervisor shall counsel the employee in an oral interview as to expectations for improvement or may make an overall recommendation for dismissal or job transfer as described in Section A above. Further problems or instances of unsatisfactory performance may be communicated in writing to the employee. This notification will serve as a written reprimand and will be

final warning for expected improvement. Following the receipt of a written warning while in a temporary or Psychiatric Review Period position, termination shall be recommended for any additional performance problems. Serious infractions or violations of Facility Policy will be addressed according to Section VI, Item C, Step 3, (2).

A supervisor may choose to recommend an extension of the temporary or Psychiatric Review Period at any time prior to conclusion of the temporary period for an additional two (2) months. This action must be approved by the President and CEO.

If, during probation, an employee's performance in a position to which the employee has been promoted becomes unsatisfactory, said employee shall be demoted to a position similar to that which was held prior to promotion.

## VI

### SEPARATIONS AND DISCIPLINARY ACTIONS

#### A. Voluntary Separation

Professional and administrative employees (exempt) will be required to give notice in writing of intention to leave not later than four weeks in advance of their separation date. If less notice is given and the employee has accrued annual leave, the employee will, at the discretion of the President and CEO, lose one day of vacation pay for each day less than the required four weeks.

Paraprofessional and supportive staff (non-exempt) will be required to give written notice no less than two weeks in advance of their separation date. If less notice is given and the employee has accrued annual leave, the employee will, at the discretion of the President and CEO, lose one day of vacation pay for each day less than the required two weeks.

It is expected that all employees will work the full notice period, and that annual leave and sick leave will not be requested during the final weeks of required notice. It is also expected that all paperwork and medical records will be completed or updated as necessary prior to termination.

Any eligible employee will be entitled to pay in lieu of vacation in accordance with policy VIII, C, if the employee leaves with proper notice and is at the work location on the last official work day.

#### B. Reduction in Force/Reorganization

When a reduction in force is required and approved by the Board and President/CEO, a class of positions or any affected group of employees will be reviewed for retention. Reductions may occur across the entire organization and/or only within affected groups. Retention will be assessed according to a layoff plan and with regard to: work performance – both quality and effort, teamwork, attitude, support of the Board's mission, and productive contributions to the organization. Employees affected by the reduction in force/reorganization will receive four weeks written notice.

#### C. Disciplinary Actions/Involuntary Separations

The following progressive disciplinary steps will be utilized in circumstances where an employee has demonstrated unsatisfactory job performance; excessive absenteeism; or other time and attendance problems; disruptive conduct; or other misconduct or related offenses. In situations where offenses are considered highly excessive or in disregard for the employer, or a policy violation, or requires investigation as described in Step 3, Item

2 of this section, the progressive steps may be bypassed. The system is designed to provide feedback and support, communicate expectations, and provide for discussion, while giving opportunity for improvement. An employee's refusal to participate in any step of the process may result in a forfeiture of the step and implementation of the next step.

**Step 1. Oral Warning** - The immediate supervisor shall notify the employee, in a private interview session, that a violation or performance problem exists. The purpose of the interview will be to call the offense to the employee's attention, hear the employee's view, discuss possible solutions, and to explain what behaviors are expected and penalties for further offenses. The immediate supervisor shall keep a record of oral warnings. The record shall include:

1. Description of problem or violation.
2. Date of the interview.
3. Summary of the discussion.
4. A time frame for improvement.

**Step 2. Written Warning** - A written warning may be issued if the employee fails to improve as directed in the oral warning, or if further offenses (of the same or different nature) occur following an oral warning. The written warning shall be a formal memo which includes:

1. Review of oral warning, if applicable.
2. Description of problem or violation.
3. Outline of discipline that will follow continued violation.
4. Description of steps for employee to remedy the problem.
5. Define time frame for improvement.

The formal written warning shall be reviewed in an interview with the employee, the immediate supervisor and the Department Head. The employee should acknowledge the warning by signing and dating the file copy. All written warnings will become a part of the permanent personnel record. After a period of one year, if no other problems have been documented, the employee may request that the warning be removed from the record. All requests should be forwarded to the supervisor and must be approved by the President and CEO.

**All actions beyond the written warning require recommendation of Facility Director and prior approval of the President and CEO.**

**Step 3. Disciplinary Suspension**

1. Suspension up to 3 days - An employee may be suspended without pay for repeated instances (three or more within one year) of unsatisfactory or unacceptable performance as documented in the offending employee's personnel record. This

suspension cannot exceed 3 working days. Additional problems or continued unsatisfactory performance following a 3 day suspension (up to 1 year thereafter) may result in a recommendation for termination.

2. Suspension/Investigation up to 10 days - Alleged violation of Facility policy or Service Regulations as defined in Section IX, felony or misdemeanor convictions, or other legal matters that cause concern for the safety, well being, or general care of a client, Board Members, and/or staff, or any other actions deemed harmful to the programs or residents of the Facility including failure to meet job expectations or poor judgment of such a serious nature that an investigation of the incident(s) must be conducted, may require suspension as an immediate step to discipline. Under these serious conditions, progressive Steps 1, 2, and 3, (1), may be by-passed. A suspension of this nature can be for a period of time not to exceed 10 working days during which time a thorough investigation/inquiry may be necessary. An investigation shall include an interview with the employee, supervisor, Department Head, Human Resource Officer, and others related to the incident(s). Disciplinary suspension will be time off without pay. If vindicated, the employee shall be reinstated with full back pay and no loss of tenure. If allegations are substantiated, or partially substantiated, the employee may be dismissed, or at the discretion of the President and CEO, may return to work at the conclusion of 10 day suspension (no back pay) under “disciplinary final warning status.” Employees who return to work under this condition must function for one full year without disciplinary warnings or actions of any nature. The first instance of necessary disciplinary action will result in termination of employment.
3. Pending Legal Matters – Under situations where an employee is charged with a crime (misdemeanor or felony) outside of work and not part of their scope of job duties for actions that cause concern for the safety, well being, or general care of a client, Board Members, and/or staff or deemed harmful to the programs of Board, or poor judgment of a serious nature, staff may be granted time off from work. During this time staff are not allowed to work, however, they may use any annual leave they have accrued up to 192 hours. If the charge(s) is/are not dismissed and/or resolved before the employee exhausts their current annual leave or the 192 hours maximum, then if deemed appropriate the President and CEO may grant the employee a leave of absence not to exceed 12 months. (Refer to Section 8 Employee Benefits, part J (Leave of Absence), page 29). If employee is convicted, whether by plea, jury or otherwise, of the charged crime(s), cause for suspension and then termination of employment under personnel policy Section VI, Separations and Disciplinary Actions, part C (Disciplinary Actions/Involuntary Separations, step 3 (2) and 4 may be appropriate.
4. Notice of Involuntary Termination - An employee may be given notice of termination, upon approval of Facility Director and President and CEO provided that progressive Steps 1, 2, and 3 have been followed and documented, or appropriately bypassed as described herein. Four weeks written notice shall be given to professional employees and two weeks written notice to paraprofessional and supportive employees. Salary

may be paid in lieu of notice, when, in judgment of the President and CEO, it is wiser that the termination be effective immediately. Employees terminated under the conditions of Step 3, (2) are not entitled to notice nor salary in lieu of notice.

Employees may appeal disciplinary actions through the normal grievance procedures.

## VII

### GRIEVANCES AND APPEALS

#### A. Grievances

The channel for resolving grievances shall be through the employee's immediate supervisor, Department Head, Facility Director, and President and CEO. A grievance may be filed in response to formal disciplinary action taken against an employee or other action or circumstances that negatively impact upon the employee's ability to perform the duties of their position as defined by the Board of Directors. Directives from supervisors related to the definition and scope of a position or of an individual's responsibilities or limitations within a position do not necessarily meet the criteria for a legitimate grievance. It is anticipated that grievances shall usually be resolved by the employee's immediate supervisor. Grievances shall be submitted to the supervisor in writing and should state the remedies sought to resolve the grievance.

A grievance must be filed by an employee to the immediate supervisor and Department Head within ten (10) working days of the event or circumstance that prompts the grievance. In the event that a grievance cannot be resolved by the immediate supervisor or Department Head within ten working days, subsequent recourse for the employee is to submit this grievance to the Facility Director no later than five (5) working days following the decision of the Department Head or supervisor. The Facility Director shall investigate and respond to the grievance within five (5) working days. If not resolved, the employee may request an appeal to the President and CEO no later than five working days following the Facility Director response. The President and CEO shall direct the Human Resource Director to investigate the grievance and report the findings, in writing. If the President and CEO does not resolve the grievance within five working days, the employee may request an appeal to the Human Resources Committee no later than five working days following the President and CEO's response. After appropriate study and consultation, the Human Resources Committee of the Board shall make its recommendation to the Executive Committee. Aggrieved employees have the right to appear before the individual or body hearing the grievance to state their views and hear any charges leveled against them.

#### B. Board Human Resources Committee

The Board Human Resources Committee is composed of at least 20 percent of the total membership of the Regional Board.

The objective of this Committee is to recommend fiscally sound personnel policies and salary schedules for consideration of the Board that will be conducive to the recruitment and retention of a highly qualified and motivated staff.

The Board Human Resources Committee also acts as an appeals board to resolve employee grievances. This committee may at its discretion appoint a hearing officer in lieu of the full committee membership to act on its behalf and to issue a full report to the Executive Committee of the Board.

## VIII

### EMPLOYEE BENEFITS

#### A. General

All eligible employees are offered an outstanding package of fringe benefits. Provisional employees and part time employees who work less than twenty-four hours per week are not eligible for benefits including holiday pay.

#### B. Holidays

Full time non-provisional employees and part time employees who work at least twenty-four hours per week are eligible for holiday pay. Part time employees will receive holiday pay on a prorated basis.

The following holidays are recognized at the Facility and all eligible employees will be granted leave with pay on the appropriate dates.

New Years Eve	December 31st
New Years Day	January 1st
Martin Luther King, Jr., Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Variable
Day after Thanksgiving	Variable
Christmas Eve	December 24th
Christmas Day	December 25 <sup>th</sup>
Good Friday( ½ day)	Variable

When a holiday falls on a Sunday, the following Monday (in the case of Christmas, and New Year's, both Monday and Tuesday) will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday (in the case of Christmas, and New Year's both Thursday and Friday) will be observed as the holiday.

Bluegrass Oakwood observes holidays amounting to 11.5 days of paid leave annually.

Employees covered by the overtime provisions of the Fair Labor Standards Act who work on a holiday may receive seven and one-half (7 1/2) hours holiday pay in addition to their regular pay, or may take the holiday at a later date at the discretion of the Department Head. If holiday pay in addition to regular pay is chosen, the employee must code hours to work time as well as hours to holiday time (03) on the bi-weekly time/travel sheet.

Employees exempt from the provisions of the Fair Labor Standards Act who work on a holiday may take the holiday at a later date during the calendar year, with the exception of the Thanksgiving and Christmas and New Years holidays, which must be taken by the end of March of the upcoming year.

### **C. Annual Leave**

All eligible employees are entitled to annual vacation leave after six (6) months of consecutive employment. Vacations are to be arranged at times that are most convenient for the Facility, although an employee's preference will be given due consideration. Schedules will be arranged by immediate supervisors and approved by the Department Head in order to provide for adequate personnel to meet the workloads of the Facility.

Annual Leave accrued will be earned according to years of service as follows:

0-4 years of service	12 days per year	(3.46 hrs. per pay period)
5-9 years of service	15 days per year	(4.33 hrs. per pay period)
10-14 years of service	18 days per year	(5.19 hrs. per pay period)
*15 years of service and over	20 days per year	(5.77 hrs. per pay period)

**\*State employees appointed as part of the transition on November 1, 2006, will be allowed to accrue up to the limits of schedule in transition document.**

Although vacation days may be accumulated, no more than 240 hours of accumulated leave may be carried forward from one calendar year to the next. At time of separation, no employee may receive compensation beyond twenty-four (24) days of accumulated time (180 hours).

Part-time eligible employees earn vacation on a prorated basis.

### **D. Annual Leave Conversion**

If at the end of a calendar year (post transition year) an eligible employee has accumulated more than 240 hours in annual leave, the excess of 240 hours may be converted to sick leave. The amount that may be converted will be equal to the amount of annual leave the employee has taken during the year, up to a maximum of eighty (80) hours.

### **E. Sick Leave**

All eligible employees are entitled to sick leave. Sick leave is accrued at the rate of one day per month (3.46 hours per pay period). Part time eligible employees earn sick leave credit on a prorated basis. There is no maximum amount of sick leave that an employee may accumulate. In the case of sickness beyond one's accumulated annual leave and sick leave credits, the President and CEO will determine the matter on an individual basis,

and the employee may make application to the sick leave bank (according to policy provisions) after submitting a request for sick leave advance.

The accumulation of sick leave is encouraged to cover an extended illness or accident. In addition, accumulated sick leave may be utilized for maternity purposes. Accumulated sick leave, however, is not to be construed as earned time off with pay and may not be granted in this manner. Abuse of sick leave shall be grounds for disciplinary action.

Sick leave may be used in cases of critical illness or death of a member of the immediate family.

For members vested in the retirement system, unused sick leave may be credited at time of retirement toward KERS in accordance with the Retirement System's rules and regulations. Accrued sick leave is not paid out upon termination of employment.

## **F. Sick Leave Bank**

It is recognized that employees may become ill or injured through no negligence of their own and, therefore, unable to perform their duties. In most cases, the employees will have accumulated sufficient leave time to cover necessary absences. However, situations may arise wherein the required time off is in excess of one's accumulated leave credits. The following sick leave bank policy has been developed to handle such situations.

Employees may voluntarily contribute excess sick leave hours on an anonymous basis to the sick leave bank. Contributions may not be earmarked for specific employees.

To be eligible to donate sick leave hours to the bank, the following conditions must be met:

1. The employee must have a sick leave balance in excess of eighty (80) hours.
2. The employee must retain a sick leave balance of not less than eighty (80) hours.
3. The employee must sign an agreement of understanding pertaining to potential reduction of retirement benefits.
4. The employee must sign a waiver of exclusive rights to any donated sick leave.
5. The employee cannot be retiring or otherwise planning to terminate employment.

To be eligible to receive sick leave hours from the bank, the following conditions must be met:

1. The employee must be eligible to accrue sick leave under the Facility's sick leave policy.

2. The employee must exhaust all annual leave, sick leave, and compensatory leave before making application to the sick leave bank.
3. The employee must have a documented illness or injury, unrelated to worker's compensation or any other payor who would assume responsibility for the loss of wages, in excess of three consecutive working days.
4. This policy is not intended for maternity purposes.

An eligible employee wishing to donate sick leave hours to the bank must complete a sick leave donor form. The sick leave donor form must be approved by the employee's supervisor, Facility Director and the President and CEO. An eligible employee may donate sick leave hours at any time, and as many times as the employee's sick leave balance allows, pending approval.

An eligible employee wishing to receive sick leave hours from the bank must complete a sick leave bank application form. The application form must be accompanied by certification from the attending physician indicating the illness or injury that will prohibit the employee from performing duties for a period in excess of three consecutive days. In the event that the employee is unable to make application on his own, the employee's supervisor may do so on the employee's behalf. The application with attached certification must be approved by the employee's supervisor, Facility Director and the President and CEO. The application must be received during the time of the illness or injury or no later than the fifth day after return to work. No application retroactive beyond this cutoff will be approved.

The maximum amount of sick leave that a donee may receive from the sick leave bank is 480 hours.

By maintaining the sick leave bank, the Facility is in no way, guaranteeing the availability of donated sick leave to any employee.

In the event that a balance in the bank is non-existent or insufficient to cover need, all staff will be notified. If no donations are received, the pending application(s) will be denied.

The decision of an employee to donate, or not to donate, will at no time have any impact on his employment status with the Facility.

The current authority of the President and CEO to advance up to 75 hours of sick leave based upon individual circumstances is in no way altered by the development of a sick leave bank.

## **G. Military Leave**

Leave and Reinstatement Procedures are observed as required by federal/state law, and consistent with July 2006 State Government benefit revision/adoption, including spousal leave.

An employee who is an active member of the armed forces is eligible for military leave with pay to comply with orders to attend training or active duty for up to ten (10) working days in a federal fiscal year (October 1 through September 30). Military leave in excess of ten (10) working days will be leave without pay, unless the employee requests to use accrued annual leave.

An employee who receives orders to attend training duty or to report for active duty must submit a request for leave to the immediate supervisor with a copy of the order.

For more information regarding returning from an extended military leave (over 10 days), contact the Human Resources Department.

## **H. Voting Leave**

Bluegrass Oakwood supports and encourages employees to exercise their right to vote in federal, state, or local elections. It is recommended when at all possible to vote before or after the scheduled shift. However, when this is not possible, employees are permitted to leave the Facility to vote for a maximum of 4 hours. Up to 2 hours of paid time (04 coded on the timesheet) will be allowed, if more time is needed the employee must use annual leave. When employee leaves the Facility to vote, the employee may return immediately to the shift. Voting time must be coordinated with the supervisor.

## **I. Blood Donations**

Bluegrass Oakwood supports and encourages participation in blood or plasma donations. For convenience, most donations can be scheduled or coordinated on the grounds of the Facility and the time to donate can be coded as normal work time. An on campus blood drive will be scheduled at least two times per year. When an employee elects to leave the Facility to make a blood donation, annual leave time must be used and the time off scheduled in advance with approval from supervisor.

## **J. Jury Duty**

When an employee is subpoenaed for jury duty or as a witness on behalf of the facility, the employee must notify the supervisor and update the supervisor as necessary. The employee will code the time as 04 on the bi-weekly time/travel sheet. A copy of the jury selection summons must be attached to the time sheet. Jury duty absences are not charged against any other form of leave.

## **K. Family/Medical Leave**

The Board will grant family/medical leave for the reasons specified in the Federal Family and Medical Leave Act (FMLA). The reasons specified in the FMLA are: (1) birth of a child or placement of a child with the employee for adoption or foster care; (2) need to care for a parent, spouse, or child with a serious health condition; or (3) because of the employee's own serious health condition. (4) Military Family Medical Leave (26 weeks in a 12 month period to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty); (5) Qualifying Exigency Leave (family members of National Guard or Reserve who are called to active duty in support of a contingency operation. Family members allowed 12 weeks to help manage affairs of military member.)

If any employee has worked for the Board for a minimum of 1250 hours in the past 12 months, the employee is eligible for family/medical leave. If the employee is eligible for family/medical leave, the employee is entitled to up to 12 weeks of leave in a 12 month period. **The 12 month period is measured forward from the date the employee's first FMLA leave begins. Accrued vacation and sick leave must be used prior to the use of leave without pay and will be considered as a part of the 12 weeks of leave available under this policy.**

To prepare for the employee's absence during family/medical leave, the Board requires a 30 day written notice of the employee's intention to take leave prior to the date leave is to begin. If, due to emergency or unforeseen circumstances, the employee is unable to provide such notice before taking leave, notice as soon as possible and practical is acceptable. At the end of family/medical leave, the employee will be returned to the position the employee held when leave began or will be given an equivalent position with like employment benefits, pay, and other terms and conditions of employment.

Requests for, and questions regarding FMLA should be directed to the Regional Human Resource Office.

## **L. Leave Without Pay/Leave of Absence**

The President and CEO may grant, if deemed in the best interest of the Facility, special leave without pay (leave of absence) for a period not to exceed twelve months. Such leave would be for military, educational, medical or other such purposes. Leave without pay may also be granted employees for maternity purposes beyond one's accumulated leave credits. First consideration for open positions is given to those completing a leave of absence, however, absent specific legal requirements there shall be no requirement to reemploy such persons. Regular employees shall not be considered temporary upon return from leave of absence. The practice of time off without pay shall be discouraged and is not intended for casual absences or leave that would otherwise be for personal matters, i.e. vacation. At the discretion of the President and CEO, it can be allowed for emergencies, special events, etc.

Benefits such as annual leave and sick leave are not accrued while an employee is on leave without pay. In addition, other contributions/deductions such as retirement and health insurance will cease. Employees may choose to continue health insurance coverage under C.O.B.R.A. provisions.

## **M. Retirement**

All eligible (non provisional and non temporary) employees who work an average of at least 100 hours per month must participate in the Kentucky Employees Retirement System (KERS or other retirement plan approved by the Board). As a participant in KERS, six percent (6%) (if hired after September 1, 2008) and five percent (5%) (if hired prior to September 1, 2008) of an employee's salary is deducted from individual earnings. The Board's contribution is mandated by State Legislation. An employee may inquire with the Human Resources Department regarding current employer contributions. The total amount is placed in the retirement system to the employee's credit.

### **For staff hired prior to September 1, 2008:**

To be eligible to receive a retirement allowance, an employee must have at least 48 months of current service credit at age sixty-five (65). An employee may retire at age fifty-five (55), if fully vested, however, the benefit allowance will be reduced based on age and length of service unless the employee has twenty-seven (27) years of service, fifteen (15) of which are current. If an employee has twenty-seven (27) years of service credit, the employee may retire without regard to age.

### **For staff hired September 1, 2008 or after:**

To be eligible to receive a retirement allowance, an employee must have at least 60 months of current service at age 65. If an employee is 57 years or older they may retire with no reduction in benefits if the members age and years of service equal 87. An employee may retire with a reduced benefit if 60 years or older with 120 months of service credit.

Should an employee resign before qualifying for retirement, all monies contributed by the employee will be refunded by KERS upon request.

Please visit KERS website at [www.kyret.com](http://www.kyret.com) for detailed information on retirement.

## **N. Tax Sheltered Annuities and Kentucky Deferred Compensation**

The Internal Revenue Code provides that colleges, universities, and certain other non-profit organizations may place a portion of an employee's compensation in an annuity contract owned by the employee, and that this portion of compensation will not be taxed to the employee currently, but will be taxed, instead, as the individual receives it during

retirement. In addition, the State of Kentucky offers a program for deferred compensation.

An employee may elect to participate in these programs by notifying the Human Resources Department and by completing an agreement for salary reduction. The law places limitations on the amount of salary that can be applied on a tax deferred basis.

## O. Insurance

### 1. Life Insurance

All eligible employees who work at least twenty-four (24) hours per week, receive a premium paid life insurance policy effective the first day of the month coinciding with or next following the date of employment.

The amount of insurance coverage will be in accordance with the table below:

*\*Note: Please refer to official life insurance policy for important information about benefit reduction after age 65. Only applies to staff hired on or after May 1, 2003.*

<u>If annual salary is:</u>	<u>Amount of Life Insurance</u>	<u>Principal Amount of Accidental Death or Dismemberment Benefit</u>
Less than \$5,000	\$ 8,000	\$ 8,000
\$ 5,000 but less than \$10,000	\$ 16,000	\$ 16,000
\$ 10,000 but less than \$15,000	\$ 24,000	\$ 24,000
\$ 15,000 but less than \$20,000	\$ 32,000	\$ 32,000
\$ 20,000 but less than \$25,000	\$ 40,000	\$ 40,000
\$ 25,000 but less than \$30,000	\$ 48,000	\$ 48,000
\$ 30,000 but less than \$35,000	\$ 56,000	\$ 56,000
\$ 35,000 but less than \$40,000	\$ 64,000	\$ 64,000
\$ 40,000 but less than \$45,000	\$ 72,000	\$ 72,000
\$ 45,000 but less than \$50,000	\$ 80,000	\$ 80,000
\$ 50,000 but less than \$55,000	\$ 88,000	\$ 88,000
\$ 55,000 but less than \$60,000	\$ 96,000	\$ 96,000
\$ 60,000 but less than \$65,000	\$104,000	\$104,000
\$ 65,000 but less than \$70,000	\$112,000	\$112,000
\$ 70,000 but less than \$75,000	\$120,000	\$120,000
\$ 75,000 but less than \$80,000	\$128,000	\$128,000
\$ 80,000 but less than \$85,000	\$136,000	\$136,000
\$ 85,000 but less than \$90,000	\$144,000	\$144,000
\$ 90,000 but less than \$95,000	\$152,000	\$152,000
\$ 95,000 but less than \$100,000	\$160,000	\$160,000
\$100,000 but less than \$105,000	\$168,000	\$168,000
\$105,000 but less than \$110,000	\$176,000	\$176,000
\$110,000 but less than \$115,000	\$184,000	\$184,000
\$115,000 but less than \$120,000	\$192,000	\$192,000
\$120,000 and over	\$200,000	\$200,000

The term "annual salary" means the basic annual salary rate exclusive of overtime or other forms of additional compensation.

If an employee's salary classification is changed, the insurance will be adjusted automatically to conform to the new salary classification and the adjustment will take effect on the day the change in salary classification is to be effective, except as follows:

- a. If the employee is not at active full time work on the day the adjustment would otherwise take effect, it will take effect on the day of return to active full time work.
- b. No change in salary classification will be effective retroactively.

It is important to keep beneficiary cards current and changes may be made at any time by completing a change of beneficiary card and forwarding to the Human Resources Department.

In the case of pending disability determination, employees should immediately contact the Human Resources Department about continuation/conversion of life insurance benefits.

## 2. Health Insurance

Eligible employees are given the option of participating in a group health insurance program. Following an initial appointment to employment, eligible employees have thirty (30) days from date of hire to enroll in a plan. Upon expiration of the 30-day time frame, subsequent enrollment may be made only during the open enrollment period (which occurs one time per calendar year). Changes to policies/coverage are not permitted outside the open enrollment period without a qualified change of family status. By participating in a group program, the rates are significantly lower than could be expected on an individual basis. In addition, the Facility pays a portion of the monthly premium. Supervisors will furnish pertinent information of a more detailed nature concerning this program. Employee contributions are made via payroll deduction. Waiting periods may apply to new hires for effective date and coverage

## 3. Dental Insurance

A group dental plan is available to eligible employees. The Facility does not contribute toward the cost of the monthly premium. Employee contributions are made via payroll deductions. Enrollment time frames and limitations are the same as for health insurance.

Dental coverage is available to part-time employees who work between 24-39 hours a week. Employees pay 100% of premium.

4. Supplemental Insurance

Eligible employees may participate in supplemental short term disability, term life insurance and universal life insurance on a voluntary basis. Premiums are made after tax via payroll deduction.

5. C.O.B.R.A.

The Consolidated Omnibus Budget Reconciliation Act of 1985 (C.O.B.R.A.) allows employees who have lost their health or dental insurance (under qualifying circumstances such as lay-offs, resignation, termination, or reduction of hours) to continue coverage under the employer's group rate for members and eligible dependents.

The employee is responsible for the entire premium under C.O.B.R.A. continuation coverage. The length of time that continuation coverage may be carried is determined by a number of events or circumstances, however, in general, the time period is 18-36 months from the qualifying event. Individuals/employees that are eligible for C.O.B.R.A. Continuation Coverage will be notified of said eligibility. The full C.O.B.R.A. law is available in the Human Resource Department for employee review.

6. Malpractice Insurance

The Facility provides group malpractice insurance to all staff for coverage of all Facility related activities.

7. Unemployment Insurance

All employees of Bluegrass Oakwood are covered under the provisions of the Kentucky Unemployment Insurance Law as amended.

8. Workers Compensation

All employees of the Facility are covered under the provision of the Kentucky Workers Compensation Act. Employees who are absent from work due to an eligible workers compensation claim and who receive "loss time wages" from the insurance company may "buy back" any annual leave or sick leave hours they may have used during the absence/injury period (unless the employee chose to take leave without pay).

## **P. Flexible Benefits and Flexible Spending Accounts**

Eligible employees may elect to participate in Board administered/IRS Regulated, Section 125 Cafeteria Plan, or Flexible Benefit Program. This plan allows employees to make tax-exempt payroll contributions for expenses which are used for the payment of health and dental insurance premiums, general medical care, or dependent care. Medical care expenses and dependent care expenses can be contributed to flexible spending accounts, or if eligible, the employee may participate in Flexible Benefit Plan.

An employee may choose to contribute to one or both flexible spending accounts and reimbursements may be made to the employee once per month. Elections to participate are made only during open enrollment or during the initial appointment process. Changes to elections are not permitted outside open enrollment period without a change in family status.

While this plan allows considerable tax-savings for the employee, it is an IRS Regulated Plan with specific requirements and procedures for implementation. Employees who are interested in participating may request a benefit plan summary from the Human Resources Department.

## **Q. On-The-Job-Expenses**

Employees will be reimbursed for reasonable and actual on-the-job expenses with prior approval of the supervisor or Facility Director and Human Resource Director. Out-of-state travel must be approved by the President and CEO.

Employees will be reimbursed according to Board approved mileage rates for use of their own cars.

In-state mileage expenses must be recorded on the bi-weekly time/travel sheet. Travel expenses require pre-approval. Expenses will be reimbursed according to allowable costs and with receipts. Mileage is reimbursement according to schedule.

Other types of expenses will be reimbursed on a monthly basis.

In order to receive reimbursement for expenses, an accounting of expenses must be submitted by the 10th of the month following the expenditure. Failure to do so shall result in forfeiture of said expenses.

## **R. Employee Assistance Program (EAP)**

Employees and eligible dependents may seek outpatient services under the Regional Board's Employee Assistance Program subject to the following conditions:

1. Employees (and eligible family members) shall not be eligible for this benefit until successful completion of six (6) months consecutive service.
2. Eligible family members are spouses and dependent children. (Hereafter, the word "Employee" will be defined as the employee and/or eligible family member, where applicable.)
3. An employee may contact the Human Resources Department or immediate supervisor to arrange for Employee Assistance Services.
4. Employees shall furnish the Board with any required insurance information, and if applicable, insurance will be billed for each visit.
5. Acceptable medical record policies will be followed using pseudo names and numbers.
6. Eligible employees shall be allowed no more than a total of six (6) outpatient visits annually at no cost, with a fee for service, in accordance with the Board's fee schedule, being made applicable after the sixth (6th) visit.
7. Employees must use approved leave (annual or sick) or seek services after hours. Time off with pay (other than approved leave) shall not be authorized for EAP services.

## **S. Performance/Competency Evaluations**

The performance of each employee of the Facility will be appraised periodically, and at least annually. The Human Resources Department shall provide evaluation forms to each major organizational unit. This form must be completed and discussed with the affected employee at the following times.

1. Prior to the completion of the temporary period in accordance with provisions outlined in Section V.
2. On the employee's anniversary date of employment and annually thereafter. Annual evaluation dates shall coincide with anniversary dates.
3. Prior to consideration for salary advancement as a result of reclassifications, promotions, or annual increments.

An employee will be asked to review the completed evaluation and to acknowledge by their signature.

## **T. Educational Assistance**

Eligible employees may apply for educational assistance. The amount of the educational assistance award will vary depending upon budget and number of applications received. Eligible employees must have at least one year of full time service credit, a satisfactory performance evaluation for the most recent evaluation period, and work at least twenty-four (24) hours per week. The educational courses should be related to the employee's position at the Facility.

Employees who are notified of an award will be reimbursed tuition expenses, at the pre-approved amount, following submission of required verification of successful course completion.

All employees who have received educational assistance will be required to pay back, in service time, each credit hour that the Facility has financed. One month of service is equal to one credit hour. Pay back time may not be served while enrolled in additional courses which are also funded by educational assistance, however, upon completion of all Facility financed courses, the maximum pay back required will be one (1) year of service time. Those who leave employment with the Facility before completion of pay back service, will be required to refund the award.

## **U. Staff Development and Training**

It is important in all professions to keep abreast of laws, rules and regulations, new treatment methods, etc., to maintain a high level of proficiency. The Facility has on-going in-service training programs that are geared to staff and resident needs.

Employees may also have the opportunity to attend workshops, conferences, and seminars that are directly related to their work at the Facility. Upon return from certain training activities or conferences, employees may be asked to share new information with other staff at management or Department meetings.

Some employees may be required to participate in Continuing Education to maintain a particular license or credential. It is the responsibility of each employee to insure that those credentials that are required by law or administrative regulations are kept current and in full compliance with all standards. In addition, due to the regulations of the state's professional licensure boards, employees may be required to complete certain licensure or certification or other training standards prior to the award of status as a regular employee. (See Section V - Temporary Period). The Human Resources Department will serve as an information contact point for mandatory trainings, upcoming events, training requirements, and worthwhile conferences and seminars.

All non-provisional employees are required to attend the first scheduled session of "New Employee Orientation" following the employee's appointment date.

It is essential that all Facility employees cooperate and comply with the various training requirements and skill development procedures necessary to assure adequate functioning

in the position. Failure to comply with training requirements or delinquent/expired training or certifications may result in disciplinary action.

## **IX SERVICE REGULATIONS**

### **A. Resident Abuse or Neglect**

The protection and safety of all residents of Bluegrass Oakwood, Inc., shall be a priority of all employees. Allegations of abuse or neglect will be promptly addressed according to disciplinary procedures Section VI, Item C (Disciplinary Actions/Involuntary Separations), Step 3 (Disciplinary Suspension) (2) suspension/ investigation up to 10 days. Every employee has a duty to promptly report instances of suspected abuse or neglect of residents.

### **B. Sexual Harassment**

Sexual harassment is no longer considered by our society as a private matter that impacts upon an individual in only a personal matter. It is a form of discrimination prohibited by Title VII of the Civil Rights Act.

Bluegrass Oakwood, Inc. recognizes the serious nature of sexual harassment and explicitly forbids both verbal and physical forms of conduct of this nature. The acceptance of sexual advances is not a condition of employment, advancement, or access to special treatment in any form for any employee of this organization. Sexually derogatory or explicit remarks are recognized as offensive and totally intolerable.

Supervisory personnel must be sensitive to objectionable behavior and be prepared to take immediate action to remediate and report said behavior. Employees who are the object of forbidden conduct of this nature have an obligation to report their complaints.

A complaint may be filed through normal grievance procedures. Considering potential complications of this reporting mechanism, as well as the sensitive nature of such complaints, an employee may lodge a complaint directly to the Director of Human Resources. The Director of Human Resources is designated as the person to hear charges, investigate complaints, and recommend corrective action. The Human Resources Director must then report any findings to the President and CEO. If the matter is not resolved by the President and CEO in accordance with established grievance procedures, the employee may appeal to Human Resources Committee.

The Board's definition of sexual harassment coincides with the EEOC definition, and is stated as follows:

1. Submission to the conduct is made either an explicit or implicit term or condition of employment.

2. Submission to, or rejection of, the conduct is used as the basis for employment decisions affecting the person who did the submitting or rejecting.
3. The conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile, offensive work environment.

It must be stressed that employees must not tolerate any form of sexual harassment, and must feel free to lodge any complaint in good faith, without fear of reprisal. Complaints will be handled in a sensitive manner as expediently as possible.

While every effort will be made to fully investigate and resolve sexual harassment complaints, the Board prohibits claims that an employee knows are false, spurious, or made with intent to take revenge against, or otherwise harm a fellow employee. Employees who make such accusations, knowing that they are not justified by the facts, are subject to discipline up to and including discharge.

### **C. Workplace Violence Prevention Policy**

Employees are our most valued asset. The strategic goal of Bluegrass is to protect the quality and safety of our employees' working environment. In that regard safety and security are of the utmost importance. To the extent reasonably possible, Bluegrass will provide a work environment where employees will not be subjected to acts of physical assault, disruptive behavior or threats of bodily harm while performing their duties, wherever those duties are performed. **There shall be zero tolerance of such threats or acts of violence.**

Bluegrass views aggressive and/or violent behavior as disruptive and contrary to the development and maintenance of a safe, productive and supportive work environment. Such behavior is not tolerated. Persons who exhibit such behavior will be held accountable under the policy and work rules, as well as local, state, and federal law.

All threats and acts of aggression or violent behavior should be taken seriously and addressed immediately. Such threats or acts include, but are not limited to:

- Verbal harassment; abusive or offensive language, disruptive behavior, gestures or other discourteous conduct toward employees, clients or visitors.
- Harming or threatening to harm any employee, client, visitor or guest.
- Disorderly conduct, such as shouting, throwing or pushing objects, punching walls, and slamming doors.
- Damaging or threatening to damage property or the property of any employee, client or visitor.
- Possessing any dangerous weapons or incendiary device on property.
- Engaging in stalking behavior of any employee.

All staff members are responsible for notifying their immediate supervisor or in the absence of their supervisor, another member of the management team, or Human Resources, of any threats they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, staff should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related.

Immediate action will be taken against any person who makes substantiated threats, exhibits threatening or disruptive behavior or engages in violent acts against employees, clients, visitors or other individuals while on Bluegrass property. Action will occur which may include but is not limited to, disciplinary actions, reassignment of job duties, suspension, termination and/or criminal prosecution of the person or persons involved.

*This policy is not intended to police general vocabulary or expressions of frustrations that are not directed with intent to harm or threaten. General unprofessional conduct or vulgar comments will be addressed, but are not necessarily considered violent or threatening under the purposes of this policy.*

## **D. Supplementary Employment**

### **1. General**

Supplementary employment by a full-time employee is permissible only at the discretion of the President and CEO: (1) Wherein it does not interfere with the individual's professional activities as an employee of the Facility, and (2) wherein it enhances the professional growth of the employee or acceptance of the programs of the Facility, or (3) in the case of non-professional employment, wherein it does not inhibit or reflect unfavorably upon the programs of the Facility. If in the judgment of the President and CEO, supplementary employment by an employee fails to meet these conditions, the Facility Director shall discuss this with the employee in an effort to achieve compliance. Should the Facility Director fail to work out a satisfactory accommodation with the employee, he/she may ask the employee to resign. If the employee is resistant to this, the Facility Director may recommend dismissal for violation of established Facility policy.

### **2. Private Practice**

Private practice will be an acceptable option for appropriately credentialed staff who have attained regular status with the Facility. All activity of private practices may be subject to periodic review by the President and CEO.

All employees requesting supplementary employment in private practice, and all who currently participate in private practice, are required to file application for approval and to sign the agreement of conditions. The application and agreement should be forwarded to the immediate supervisor for approval, then to Facility

Director and finally to the President and CEO. The President and CEO will have final approval for all requests and standardized procedures for reviewing requests will apply region-wide.

The following will be issues related to denial of requests:

- a. The employee has a history of disciplinary problems or unethical conduct documented in his/her personnel record.
- b. An employee is not meeting minimum standards of performance for his/her position.
- c. Such supplementary employment would be denied if the employee were specifically competing with the Facility.
- d. All staff engaged in private practice must have an acceptable performance evaluation which must specifically address the impact of the employee's private practice on his/her performance as a Facility employee.

Grievances will be reviewed and administered through the normal grievance procedures defined in current Personnel Policies.

Any violation of the conditions of the agreement may result in disciplinary action.

## **E. Public Affairs**

It is the responsibility of Board to set public affairs policy and to approve the public affairs programs in all Board Programs. The President and CEO is responsible for coordinating all staff public affairs in accordance with established policies and agreed upon programs.

All public contacts, including those with the news media, must be made through the President and CEO's Office when an employee is acting as a spokesperson or representative of Bluegrass Oakwood or its programs.

## **F. Political Activities**

The Facility recognizes and respects the personal political rights, privileges, and duties of its staff members, and supports the right of all employees to their political beliefs so long as they conduct their political activities in such a way as not to claim or imply endorsement of their views or activities by the Facility, or do not by their actions inhibit community acceptance of Facility Programs.

## **G. Dual Relationship Policy**

All staff members have a duty to report and to request approval for entering into a dual relationship with a resident. It is the basic policy of the Facility that dual relationships with residents pose a risk to the residents and a potential liability to the Facility and to the staff member, and is, therefore, discouraged. Special circumstances, however, may arise in which the residents' interests are not harmed but are advanced through such a relationship. In these cases where potential harm to staff, Bluegrass Oakwood, Inc., and the resident is deemed not to exist, approval may be granted to staff members requesting dual relationships with patients.

For purposes of this policy, the following definitions are provided:

1. Staff members: All Bluegrass Oakwood employees and contractors.
2. Dual relationship: A situation in which the staff member has a professional or agency role relationship with the resident and another relationship with the resident wherein there is personal gain or value to the staff member. In most instances, this term refers to relationships with residents that are formed after a professional relationship has been established. In addition, this policy prohibits the establishment of an employment relationship with individuals who are receiving treatment or services from the programs of the Facility currently, or have received services within the last six months. The establishment of a relationship where the Facility is both "employer" and "service provider" constitutes a dual relationship. The policy is not intended to address casual or pre-existing relationships in which there is no direct personal gain or value to the staff member, nor relationships developed in the Employee Assistance Program.

The following are examples of employee conduct which are considered unacceptable and unethical:

1. Entering into a romantic or sexual relationship with a resident.
2. Borrowing or accepting money from a resident.
3. Hiring or allowing a resident to perform work for the staff member's personal business, home or family, such as housekeeping, baby-sitting, yard work, etc.

The following are examples of conduct which would require a written report requesting approval and may or may not be acceptable employee behavior:

1. Lending money to a resident for an emergency need.
2. Engaging a resident to perform casual labor as part of a Board approved project (i.e. raising money for participation in a special event).

3. Bringing a resident into a staff member's home as a resident on an emergency basis.
4. Accepting gifts from a resident.
5. Relationship with a resident that is outside an employee's professional job responsibilities, during any non-compensated hours, or is not appropriate for documentation in the medical record.

The following are examples of conduct that would not be considered dual relationship matters and would not need to be reported:

1. Serving on a board of directors of another agency or community organization and providing services to a staff member of that board or agency.
2. Receiving a referral from a personal friend.
3. Providing services, according to policy, under the Board's Employee Assistance Program.

A staff member has a duty to report in writing to his/her Supervisor/Department Head and to the Facility Director any dual relationship with a resident. The Facility Director may, upon the staff member's request, recommend approval of the relationship to the President and CEO if the following conditions are satisfied:

1. A determination that the relationship does not exploit the resident in any way and will not pose an obstacle to the resident's treatment interest.
2. A determination that the resident could benefit from the relationship.
3. A determination that the liability risk to the Facility is minimal and is not beyond the risks associated with other Hospital interventions.
4. A determination that professional ethics are not being violated.
5. A determination that the resident's confidentiality interest is not being harmed.

## **H. Drug Free Workplace/Drug Screening and Testing**

In accordance with Federal Drug Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and in any capacity of service provision related to Facility programs or resident care. Any evidence of alcohol use or abuse is also prohibited in work situations. This includes reporting to work while under the influence of alcohol or other drugs. Violation of this policy will be subject to disciplinary action, up to and including

termination of employment, and in accordance with Section VI, Item C (Disciplinary Actions/Involuntary Separations), Step 3 (Disciplinary Suspension) (2) suspension/investigation up to 10 days.

The Facility also has a policy to conduct pre-employment drug screening and screening for any employee who may show reasonable suspicious behavior to indicate potential drug/alcohol abuse or any instances of allegations of abuse or neglect. This policy is posted at all service sites and is included in these policies as Appendix A.

It is every employee's duty and responsibility to immediately notify the Human Resources Department of criminal activity, including actions related to criminal drug convictions, or violations occurring in the workplace.

## **I. Corporate Compliance**

In order to assure effective standards for the continuation of fiscally responsible services and to implement and maintain employment practices and programs that comply with all applicable federal and state laws, the Board has adopted a Corporate Compliance Policy that is applicable to all employees, contractors, and volunteers.

The Board will take steps to communicate effectively its standards and procedures to all employees by requiring participation in training programs and by dissemination of publications that explain the requirements. The organization will also utilize monitoring and auditing systems reasonably designed to detect criminal activity. Any employee or representative of the organization who has knowledge of facts concerning activities that he/she believes might violate the law has an obligation, promptly after learning such facts, to report the matter to his/her immediate supervisor or directly to the Board's Corporate Compliance Officer.

## **J. HIPAA**

The Board will comply with all provisions of the Health Insurance Portability and Accountability Act. All staff will attend required training related to HIPAA. Any employee who has knowledge of facts concerning activities that may violate HIPAA or Privacy Rules should report these facts immediately to his/her supervisor or directly to the Privacy/Security Officer.

## **K. Bloodborne Pathogens: Exposure and Risk Reduction**

There is a clear national problem related to occupational safety and health for employees exposed to bloodborne pathogens. The Occupational Safety and Health Administration (OSHA) has determined that certain employees may face a significant health risk as a result of occupational exposure to blood and other potentially infectious materials

because they may contain bloodborne pathogens, including hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

Exposure can be minimized or eliminated by utilizing work practice controls, personal protective clothing and equipment, training, HBV vaccination, surveillance, warning signs and other provisions.

All employees are required to receive a tuberculosis screen test at least annually and forward verification of test results to Human Resources. In addition, employees who have contracted a communicable disease shall not be permitted to provide services to resident until such time that the condition is determined not to be contagious. A qualified medical provider shall provide this documentation.

For detailed information please refer to the Facilities “Infection Control” policy and procedures manual and medical practices for infection control.

## **L. Professional Environment/Cultural Sensitivity**

Bluegrass Oakwood is committed to providing a professional and appropriate work environment for all employees. All staff are expected to exhibit professional courtesy, respect, and appropriate workplace behavior. In addition, in an effort to promote cultural sensitivity, all employees will have an opportunity to participate in cultural diversity training to promote culture awareness and sensitivity. Direct Care Clinical employees also participate in client specific cultural diversity training to improve overall resident care.

## **M. Pay Periods**

Employees are paid by direct deposit once every two weeks. Deposits are made to any bank of the employee’s choice. Official pay dates are every other Friday. If a pay date falls on an observed holiday, employees will be notified in advance of availability of direct deposit vouchers or paychecks and procedures. Pay vouchers will not be distributed before 3:00 p.m. on each pay day (1st and 2nd shifts) and not before 8:00 a.m. on pay day for 3rd shift.

## **N. Deductions**

Federal, state, and local taxes, FICA, and retirement contributions, if applicable, are mandatory deductions and will be made automatically. Employees may elect to participate in programs such as medical insurance, tax deferred annuities, credit union, etc. - wherein deductions are authorized.

## **O. Working Hours**

The work week begins at 12:01 A.M. Sunday and ends at midnight Saturday. Employees shall ordinarily work Monday through Friday, thirty seven and one half (37 1/2) hours per week. The Department Heads are responsible for establishing working hours that best facilitate the needs of their particular units.

Every effort should be made to always arrive at work on schedule. Should an employee be unable to report for work because of illness or other reasons, the supervisor must be contacted immediately regarding the circumstances surrounding the absence prior to the beginning of the scheduled workday. When an employee is absent or late for work a hardship is created for fellow employees. Repeated instances of unexcused absences or tardiness or abuse of sick leave will result in disciplinary action according to provisions in Section VI.

## **P. Computer Use Policy**

This policy was developed to maximize the benefits of the Board's computer resources and minimize potential liability. Please refer to Appendix C.

## **Q. Revisions**

This document, with approved policies and service regulations is approved by the Board of Directors on March 2011.

Any changes made to this publication document will be announced to all employees via email. Updated document can be viewed by all employees on website.

# X

## APPENDIX A

### BLUEGRASS OAKWOOD, INC.

DEPARTMENT:	Human Resources	EFFECTIVE DATE:	11/1/06
TITLE:	Employee Drug Screening & Testing Drugs, Narcotics, Alcohol		

**PURPOSE:** To ensure that the Facility fulfills its legal responsibility and management obligation to provide a safe work environment for all employees as well as to protect the well being of our patients by ensuring employees are free from drug dependence, illegal drug use, and alcohol/drug abuse.

**POLICY:** The Facility prohibits the use, sale, dispensing, or possession of illegal drugs and narcotics on Facility premises or in other work situations or locations. The same prohibition exists concerning the consumption of alcoholic beverages during work situations. Prescription drug abuse or use which results in impairment on the job will also be within the scope of this policy.

**SCOPE:** Organization-wide/All programs.

#### PROCEDURE:

##### 1. New Employees

- A. Following the satisfactory completion of the normal applicant screening process, but prior to final approval by the President and CEO, all individuals who have been identified for potential employment will be requested to submit to a drug/alcohol screen. The applicant will be required to execute an "Informed Consent and Release of Liability" authorizing the Facility and/or its designated certified laboratory to perform the screen, to receive the results of the screen, and to disseminate the results to representatives who are immediately involved in the selection process.
- B. All pre-employment applicants will be notified of the screening results. A positive drug/alcohol screen may terminate the employment process.

##### 2. Incumbent Personnel

- A. The illegal use, sale, possession or dispensing of drugs, narcotics, or alcohol while on work premises or reporting to work under the influence of any of these substances will result in immediate disciplinary action up to and including discharge.
- B. A supervisor may request, with prior approval of the President and CEO, a drug test when there is documented "reasonable suspicion" that an employee is impaired or

incapable of performing assigned duties, as shown by factors including, but not limited to, avoidance of supervisors, reduced productivity, high absenteeism, or other behaviors that may indicate impaired functioning or that are inconsistent with previous performance. The evidence will be presented to the Director of Human Resources. Contents of the documentation will be made available to the employee. The employee will leave the work premises until such time as test results are obtained and communicated.

- C. Any employee who has been directed by a physician to take a prescription drug that may adversely affect or impair performance on the job must report that circumstance to the immediate supervisor along with acceptable medical documentation. A determination will then be made through the Human Resources Department as to whether the effects of the drug or narcotic pose a potential safety risk and/or may impair the employee's efficiency and effectiveness. Reasonable accommodations will be made where indicated and necessary.
- D. All supervisors will insure that their subordinates are aware that confidential counseling for drug or alcohol dependence problems is available according to Facility policy via the hospital's EAP Program and referrals for treatment and arrangements for leaves of absence, where appropriate, will be coordinated through the Human Resources Department.

### 3. Other Testing Procedures

- A. All testing will be planned and reviewed with and approved by the President and CEO. All testing will be at the Facility's expense.
- B. Prior to testing, the employee in question will be requested to execute an "Informed Consent and Release of Liability" authorizing the Facility to proceed with the test, to receive the test results, and to disseminate those results among personnel who have a need to know including, but not limited to, the President and CEO, the Facility Director, the Vice President of Human Resources, and the employee's immediate supervisor.
- C. Screen results will be kept in strict confidence together with other medical information that is to be maintained separate from the individual's personnel file.
- D. An employee who voluntarily admits to illegal usage of drugs or narcotics prior to drug screen scheduling or testing shall be given the opportunity to enroll in and complete a rehabilitation program or alcohol or drug treatment program.
- E. Refusals by an employee to take a drug screen or to follow this policy may be grounds for discipline and may result in termination.



XI

Appendix B



*Bluegrass Regional Mental Health-Mental Retardation Board, Inc.*  
*Bluegrass Regional Psychiatric Services, Inc.*  
*Bluegrass Oakwood, Inc.*  
*Bluegrass New Directions, Inc.*

*Corporate Compliance Policy*

**Bluegrass Regional Mental Health-Mental Retardation Board, Inc.**

***CORPORATE COMPLIANCE POLICY***

**WHEREAS**, as a tax-exempt organization that participates in the Medicare and Medicaid Program, and as a contractor of various other services with the Commonwealth of Kentucky and the Federal Government, providing services as a Community Mental Health Center as mandated by KRS 210.370-460, inpatient services via a management agreement with the Cabinet for Health Services effective September 1, 1995, an ICFMR facility via a management agreement with the Cabinet for Health Services effective November 1, 2006, the Bluegrass Regional Mental Health-Mental Retardation Board, Inc. and its affiliated organizations must comply with a number of federal and state laws and regulations and must adhere to the standards promulgated by various private accreditation bodies; and

**WHEREAS**, it is the continuing desire of the Board to provide care at a reasonable cost to all clients and to promote the mental health of all people in the community served by this organization; and

**WHEREAS**, we recognize our responsibility to serve the Kentucky indigent population and to serve as good fiscal managers to ensure the continued growth and success of our programs through Corporate Compliance; and

**WHEREAS**, the Board has determined that this organization will not be able to provide needed services to its clients and the community if it does not comply with all applicable federal and state laws, regulations, and private accreditation body standards;

**NOW THEREFORE**, this Board hereby adopts the following Compliance Policy. The Compliance Policy shall evidence the Policy of this organization and its affiliated organizations regarding compliance with all applicable state and federal laws.

**SCOPE: All corporations and subsidiary corporations including: all employees, contractors, and volunteers of Bluegrass Regional Mental Health-Mental Retardation Board, Inc., Bluegrass Regional Psychiatric Services, Inc., Bluegrass New Directions, Inc., and Bluegrass Oakwood, Inc.**

**PURPOSE: To establish effective standards which will contribute to the fulfillment of the organization's mission while serving to increase the likelihood of early detection of any violation of relevant laws and regulations.**

### **General Principles & Standards**

1. It is the policy of this organization to comply with all applicable federal, state, and local laws and regulations, both civil and criminal.

2. No employee, contractor, or volunteer has any authority to act contrary to the provision of the law or to authorize, direct, or condone violations offered by any other employee, contractor, or volunteer.
3. Any employee, contractor, or volunteer of this organization who has knowledge of facts concerning this organization's activities that he or she believes might violate the law has an obligation, promptly after learning such facts, to report the matter to his or her immediate supervisor or to the organization's Corporate Compliance Officer. Bluegrass will not, without just cause, discharge or in any manner discriminate or retaliate against any person who in good faith makes a report required or permitted by KRS 205.8451 to 205.8483, testifies, or is about to testify, in any proceeding with regard to any report or investigation.
4. This organization will take steps to communicate effectively its standards and procedures to all employees, contractors, and volunteers by requiring participation in training programs and by dissemination of publications that explain in a practical manner what is required. This training and dissemination of information will include detailed information about the False Claims Act, Kentucky law pertaining to criminal penalties for false claims and statements (KRS 205.8563), and Kentucky whistleblower protections identified in KRS 205.8465.
5. This organization will take steps to achieve compliance with its standards by utilizing monitoring and auditing systems reasonably designed to detect criminal conduct by its employees, contractors, and volunteers, and by having in place and publicizing a reporting system whereby employees, contractors, and volunteers, can report criminal conduct by others within the organization without fear of retribution.
6. This Corporate Compliance Policy will be consistently enforced through appropriate disciplinary mechanisms, including, as appropriate, discipline of individuals who have knowledge of an offense and ignore it or otherwise fail to report it, as well as those individuals who actually committed or conducted an offense. Discipline will adhere to the policies set forth in the Board's Official Personnel Policies and will be case-specific.
7. After an offense has been detected, this organization will take all reasonable steps to respond appropriately to the offense and to prevent further similar offenses, including any necessary modifications to its program to prevent and detect violations of law and to make reimbursements as appropriate.

## **Corporate Commitments**

This organization is a tax-exempt organization that is organized for the promotion of the mental health of the individuals who reside in its service area. **In order to further its tax-exempt purposes, this organization, its Board, employees, contractors, and volunteers, hereby express the following commitments:**

1. To the community, this organization is committed to the promotion of good mental health and to using this organization's best efforts to satisfy the mental health needs of the community while operating this organization in a fiscally responsible manner.
2. To its employees, contractors, and volunteers, this organization will implement and maintain employment practices and programs that comply with all applicable federal and state laws.
3. To its clients, this organization is committed to providing the highest quality of care, consistent with this organization's facilities and resources, that is responsive to client needs and complies with government laws and resources that govern the operation of a tax-exempt organization. This organization is also committed to maintaining accreditation by the Joint

Commission on Accreditation of Healthcare Organizations and/or other such accreditation bodies as this organization may determine appropriate.

4. To third-party payors, both private and public, this organization is committed to submitting bills for services in a timely and accurate fashion and reporting all reimbursable costs to the Medicare and Medicaid program and to any other third party in a legally appropriate manner.
5. To its suppliers, this organization stresses a sense of responsibility that enables it to be a good customer. When this organization determines that it is in its best interest, or that it is dictated by the paying source, to utilize a competitive bidding process, this organization is committed to a fair and equitable bidding process.
6. To all who do business with this organization, this organization shall conduct its business in a manner that is consistent with this organization's tax-exempt status and all other applicable laws and regulations.

### **Special Considerations/Tax Status**

1. This organization is a not-for-profit entity that is exempt from federal taxation pursuant to section 501(c) (3) of the Internal Revenue Code. That tax-exempt status could be jeopardized if any of the tax-exempt benefits enjoyed by the organization inure to the benefit of certain private individuals. All employees, contractors, and volunteers, who associate with this organization must do so in a manner that is consistent with this organization's tax-exempt status.
2. This organization is exempt from federal taxation, in part, because it participates in the Medicare and Medicaid program and it operates an emergency crisis-line that is available 24 hours per day. The Internal Revenue Service (IRS) has stated that this organization's federal tax-exempt status might be jeopardized if this organization is excluded from participation in the Medicare and Medicaid program or is found to have not provided emergency treatment that is consistent with the Emergency Medical Treatment and Active Labor Act (EMTALA). Violations by employees, contractors, or volunteers, of any law or regulation governing the Medicare and Medicaid program, or the anti-referral provisions of any state or federal law, will not be tolerated. In addition to the loss of federal tax exemption, violations of these laws might subject this organization and the employee involved to criminal prosecution and significant civil penalties. Supervisors are to monitor whether employees under their direction receive adequate education of how these laws and regulations affect the employee's duties and make each employee aware of this policy and his or her duty to report any suspected violations.
3. Political contributions and activities might also jeopardize this organization's federal tax-exempt status. No funds or assets, including the work time of any employee, contractor or volunteer will be contributed, loaned, or made available directly or indirectly to any political party or to the campaign of any candidate for federal, state, or local office. Any involvement and participation in a political campaign by employees, contractors, or volunteers must be made clear that comments or statements made are those of the individual and not of this organization.
4. This organization is also exempt from certain state and local taxes, including but not limited to state income tax, state sales tax, and local real estate taxes. All employees, contractors or volunteers must make a good faith effort not to jeopardize this organization's exemption from state and local taxation.

## **Policy Implementation and Oversight**

1. This organization has designated a Corporate Compliance Officer (CCO) who is responsible for the oversight and implementation of this policy. Each employee, contractor and volunteer, has a duty to report any suspected violations of any of these Standards to the Corporate Compliance Officer. When the Compliance Officer is made aware of a potential violation of these Standards, he/she will contact the organization's President and CEO, when necessary. Any investigation of a suspected violation of these standards shall be done by the Corporate Compliance Officer or Internal Audit department as deemed appropriate, under the direction of any necessary outside legal counsel.
2. The Corporate Compliance Officer shall review and, when the Corporate Compliance Officer determines that it is reasonable to do so, disseminate to appropriate parties the monthly program exclusion listing by the Inspector General's Office and of the Department of Health and Human Services that is published in the *Federal Register* from time to time. The Corporate Compliance Officer will also regularly review and disseminate new statutes, regulations, pronouncements, or directives of the federal or state government, the government's fiscal intermediary, any third-party payors, or any hospital association or trade publication that might affect these standards.
3. The Corporate Compliance Officer shall design and implement the financial test/audits specific to the business of the organization to allow early detection of errors or to prevent opportunity of fraud and abuse.
4. The Corporate Compliance Officer shall develop a system for surveying terminated employees/and or clients on a random basis to gather any information that could be useful in identifying risk areas that require attention or monitoring.
5. It is the duty of each employee, contractor and volunteer to report promptly any suspected violation of these Standards to the Corporate Compliance Officer. The Corporate Compliance Officer's office is located at the Regional Administrative Office at 1351 Newtown Pike, Lexington, The Corporate Compliance Officer's telephone number is (859) 253-1686. Alternatively, suspected violation of these Standards may be reported to the President and CEO.

## **Revisions**

This policy is approved by the Board of Directors effective January 1, 2009.

The policies stated herein are subject to change at the sole discretion of the Bluegrass Regional Mental Health-Mental Retardation Board of Directors. If any employee, contractor or volunteer has a question concerning a particular provision contained herein, or concerning any practice not addressed in this document, he or she should confer with the Corporate Compliance Officer or the President and CEO.

## XII

### Appendix C

BLUEGRASS OAKWOOD, INC.

DEPARTMENT: Information Systems                      EFFECTIVE DATE: 11/1/06  
TITLE: Computer Use Policy

**PURPOSE:** To maximize the benefits of Bluegrass Regional Mental Health-Mental Retardation Board, Inc. computer resources and minimize potential liability.

**POLICY:** All computer users are obligated to use these resources responsibly, professionally, ethically, and lawfully.

Employees are given access to the computer network to assist in performing job duties. Employees should not have an expectation of privacy in anything created, stored, sent, or received in the computer system. The computer system belongs to Bluegrass Regional MHMR Board and may only be used for business purposes. Without prior notice, Bluegrass Regional MHMR Board may review any material created, stored, sent, or received on its network or received through the Internet or any other computer network.

Use of the computer resources for any of the following activities is strictly prohibited:

1. Sending, receiving, downloading, displaying, printing, or otherwise disseminating material that is sexually explicit, profane, obscene, harassing, fraudulent, racially offensive, defamatory, or otherwise unlawful.
2. Disseminating or storing commercial or personal advertisements, solicitations, promotions, destructive programs (that is, viruses or self-replicating code), or any other unauthorized material.
3. Wasting computer resources by, among other things, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic.
4. Using or copying software in violation of a license agreement or copyright.
5. Violating any state, federal, or international law.

Employees who become aware of someone using computer resources for any of these activities are obligated to report the incident immediately to a supervisor or Regional Management.

Violations of this policy will be taken seriously and may result in disciplinary action, including possible suspension of computing privileges, termination of employment, and civil and criminal liability.

Logging in constitutes that you have read and understand the above and will abide by the letter and intent of this policy.

**SCOPE:** Organization-wide/All programs.

**PROCEDURE:**

When users log on to their computers, this policy will be referenced on screen prior to the user entering their user name and password.

## **XIII**

### **INDEX**

	<b>PAGES</b>
Annual Increment	8
Annual Leave	24
Annual Leave Conversion	24
Appointment Letters/Agreements	13
Appointments and Employment Policies	11-14
Benefits	23-36
Bloodborne Pathogens: Exposure and Risk Reduction	44
Bluegrass Oakwood Inc. (Facility)	3
Board Human Resources Committee	21-22
Class	3
Class Specifications	5
Classification/Compensation Plan	5-10
Compensation Plan	5
Computer Use Policy	43, 55-56
Corporate Compliance	43, 49-54
Deductions	45
Definitions	3-4
Demotion	7
Disciplinary Actions for Temporary Employees	15-16
Disciplinary Actions/Involuntary Separations	17-20
Drug Free Workplace/Drug Screening and Testing	43, 46-48
Dual Relationship Policy	41-43
Educational Assistance	55

Employee	3-4
Employee Assistance Program (EAP)	34-35
Employee Benefits	23-36
Employment Opportunity	11
Employment Procedures and Responsibilities	11-12
Employment of Relatives	13
Facility Department Head	4
Facility Director	4
Family/Medical Leave	28-29
Flexible Benefits	33
Full Time Employee	3
General Information	2
Grievances and Appeals	21-22
HIPAA	44
Holidays	23-24
Increment Dates	8-9
Insurance	
Life Insurance	30-31
Health Insurance	32
Dental Insurance	32
C.O.B.R.A.	32-33
Malpractice	33
Supplemental	32
Unemployment	33
Workers Compensation	33
Interview Expenses	13
Jury Duty	28
Licensure/Credentialing	12
Leave Without Pay/Leave of Absence	29
Military Leave	27

Ongoing Responsibilities	12
On-The-Job Expense	33-34
Overtime	9-10
Part-Time Appointment	14
Part Time Employee	3
Pay Grade Change	8
Pay Periods	45
Performance/Competency Evaluations	35
Political Activities	40-41
Position	4
Position Actions and Salary Advancements	6-8
Pre-Employment Requirements	12-13
President and CEO	4
Private Practice	39-40
Professional Environment/Cultural Sensitivity	44
Promotion	7
Provisional Appointment	14
Provisional Employee	3
Psychiatric Performance Review Period	4
Public Affairs	40
Reallocation	6-7
Reclassification	6
Reduction in Force/Reorganization	17
Re-employment	14
Regional Office	4
Regular Employee	4

Resident Abuse or Neglect	37
Retirement	29
Revisions	45
Salary Advancement	6-8
Salary Schedule	6
Separations and Disciplinary Actions	17-20
Service Regulations	37-45
Sexual Harassment	37-38
Shift Differential	10
Sick Leave	24-25
Sick Leave Bank	25-27
Staff Development and Training	36
Staff Selection	11
Status	4
Supervisor	4
Supplementary Employment	39-40
Suspension	19
Table of Contents	1
Tax Sheltered Annuities and Kentucky Deferred Compensation	30
Temporary Appointment	14
Temporary Employee	3
Temporary Increment	8
Temporary Appointment Period	15
Transfer	7-8
Voluntary Separation	17
Voting Leave	27

Working Hours

45

Workplace Violence Prevention

38-39