

I. INTRODUCTION

Blossom Health Care Center Inc DBA Brighton Manor, has a reputation for conducting itself in accordance with the highest level of business and community ethics and in compliance with applicable federal and state governing laws. BRIGHTON MANOR recognizes the problems that both deliberate and accidental misconduct in the health care industry can pose to society. BRIGHTON MANOR is committed to ensuring that it operates under the highest ethical and moral standards and that its activities comply with applicable laws.

BRIGHTON MANOR's Corporate Compliance Program (Compliance Program or Program) has been developed in accordance with applicable law, with guidance from state and federal authorities, including the Federal Sentencing Guidelines. With this Program, BRIGHTON MANOR will promote full compliance with all legal duties applicable to it, foster and assure ethical conduct, and provide guidance to affected individuals of BRIGHTON MANOR for his/her conduct. The procedures and standards of conduct contained in this Program are intended to generally define the scope of conduct which the Program is intended to cover and are not to be considered as all inclusive.

This Program is designed to prevent accidental and intentional noncompliance with applicable laws, to detect such noncompliance if it occurs, to discipline those involved in non-compliant behavior, and to prevent future noncompliance. This Compliance Program will be updated periodically to keep all affected individuals informed of the most current information available pertaining to compliance requirements in the health care industry.

II. DEFINITIONS

These terms shall have the following meaning throughout this program:

1. “BRIGHTON MANOR Employees” include those persons employees employed by Brighton Manor, Inc to work within the facility.
2. “Affected individuals” are employees, appointees and persons associated with BRIGHTON MANOR that contribute to the entitlement of payment under the Medicaid assistance program, all executives, members of the governing body, vendors, volunteers, medical providers (MD, NP, PA), students and consultants.
3. “Health care benefit program”, as defined at 18 U.S.C. 24 (a), includes any public or private plan or contract for the provision of any medical benefit, item, or service to any individual.
4. “Federal health care programs”, as defined at 18 U.S.C. 1320a-7b(f), include any plan or program that provides health benefits to any individual, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by the United States Government or state health care program, including, but not limited to, Medicare, Medicaid, CHAMPUS, VA, Federal Bureau of Prisons, and Indian Health Services, but excluding the Federal Employees Health Benefit Program.
5. “Resident” means an individual who is cared for or receives services at BRIGHTON MANOR on an independent basis.
6. “Should know”, as defined under 42 U.S.C. 1320a-7a(i)(7), in relation to prohibited activity, means that a person, with respect to information acts with reckless disregard or deliberate ignorance of the truth or falsity of the information.
7. “Federal health care offense”, means a violation or conspiracy to violate any of the provisions set forth in Section III.B herein, if the violation or conspiracy relates to a health care benefit program.
8. “Up-coding” refers to utilizing a code to bill for a higher level of service or procedure, causing an increase in the reimbursement rate, when the medical record reflects that a lower level of service or procedure was actually provided to the resident.
9. “Unbundling” refers to billing separately for each component of a group of procedures that are commonly used together for which Medicare and/or Medicaid provides a special reimbursement rate. Examples of bundled services are certain blood test panels, as well as other common procedure grouping.

10. "Vendor" is an affected individual who provides a product to BRIGHTON MANOR but does not receive a paycheck from BRIGHTON MANOR and is not considered an employee. Vendors are not subject to policies written specifically for employees but must adhere to the Corporate Compliance Plan for BRIGHTON MANOR.

Brighton Manor

III. CODE OF CONDUCT

The Code of Conduct will guide all affected individuals affiliated with Brighton Manor to act in an honest, respectful and legally responsible manner. BRIGHTON MANOR is committed to operate under the highest moral and ethical standards. The expectation is that every affected individual of BRIGHTON MANOR will make a personal commitment to honor and protect the integrity of the facility and enhance the quality of life of the residents we serve.

The standards that each affected individual is expected to uphold are:

A. RESIDENT CARE AND QUALITY OF LIFE / CUSTOMER SERVICE

All affected individuals:

1. Will treat others as you would want to be treated.
2. Will be honest and trustworthy in all interactions with residents, families, co-workers and supervisors.
3. Will have a pleasant, caring, protective approach to residents, visitors, and co-workers, which means a smile, pleasant tone of voice and calm approach.
4. Will never complain about or refuse to help residents or co-workers.
5. Will never make excuses for not rendering care to a resident or performing duties. For example, it is never acceptable to say, "It's not my resident.", "It's not my job.", "My shift is almost over.", "We're short staffed today", etc.
6. Will be cooperative and willing to help at all times.
7. Will respect the resident as an individual with rights and vigilantly maintain their dignity and privacy at all times. (This means knocking on doors, pulling curtains, closing doors, keeping residents covered during care, speaking in a respectful tone of voice, etc.). Treat everyone as you would want yourself or a loved one to be treated.
8. Will take pride in the appearance of the residents under our care.
9. Will maintain confidentiality of all information relating to residents and their care.

10. Will provide all pertinent information about the residents, including condition, changes in condition or status noted during shift and relay that information in a timely manner to appropriate staff to ensure quality of care.
11. Will not use offensive language or be rude to resident, families, visitors, or co-workers.
12. Will wear required ID at all times in a conspicuous fashion.
13. Will be reliable and dependable in fulfilling work responsibilities. Will come to work when scheduled. Will be on time and not call in excessively or unnecessarily.
14. Will be dedicated (committed to facility, residents, and co-workers).
15. Will not allow personal problems to interfere with the care of the resident or use them as an excuse for not doing assigned duties.
16. Will maintain physical condition that is commensurate with the demands of the job. Maintain good physical and mental health.
17. Will maintain consistently good personal hygiene (bathes daily, clean hands, nails trimmed), no long, glittery nails, clean teeth, no noticeable body odors, no heavy perfumes, no heavy makeup, no jewelry that can be a danger to resident or caregiver (such as large earrings, long chains, etc.).
18. Will have hair that is neat and clean and will observe all requirements particular to position at BRIGHTON MANOR, i.e. hairnets, etc.
19. Will have work clothing that is clean, neat, and in keeping with standard policy.
20. Will be committed to maintaining a clean and safe environment at all times at the facility (for example, pick up trash, wipe up spills) and will use generally accepted safe practices to maintain the well being of residents and co-workers.
21. Will report any incident of actual or suspected abuse or neglect to a supervisor, social worker, or administration.
22. Will comply with all health and in-service requirements of the facility.
23. Will be courteous and accommodating in assisting visitors in the facility and in answering telephone calls. In general, will value customer service as an important part of job responsibilities.

24. Will have no illicit drugs, alcohol, firearms, or weapons of any kind which are not allowed on the premises.
25. Will assist in the resolution of compliance issues.

B. CONFIDENTIALITY

All affected individuals must refrain from discussing or disclosing issues of a confidential nature, either verbally, or in writing, concerning the residents or the operation of the facility, to anyone including family and friends. Any discussion involving confidential information will take place in private and will not be conducted in such places as elevators, the cafeteria, the time clocks, etc. Strict penalties exist in facility policy and in federal and state laws and regulations regarding breach of confidentiality.

C. ETHICAL AND LEGAL RESPONSIBILITIES

All affected individuals will maintain the highest standards of professional, personal, business, and ethical conduct in accordance with applicable federal, state, and local laws and regulations. All affected individuals are encouraged to refer to the facility's corporate compliance plan for more detailed information.

D. CONFLICT OF INTEREST

All affected individuals must disclose in writing to the compliance officer any financial or operational interest or affiliation with outside entities which may pose a potential conflict of interest. A conflict of interest occurs when an outside interest or activity may influence the affected individual's ability to be objective in decision-making, ability to effectively carry out his/her job responsibilities or result in personal financial gain. Such situations might include:

1. Engaging in outside employment that negatively affects work performance at BRIGHTON MANOR (this might include conflicting shifts or fatigue that interferes with work performance).
2. Accepting gifts in violation of any applicable federal or state laws or regulations.
3. Promoting a business in which the employee has an interest during working hours. This includes prohibiting the use of facility equipment, supplies, or property.
4. Selling items or soliciting donations during working hours, for other than charitable purposes, is prohibited.

5. Engaging in political activities during working hours. Solicitation of funds or votes by or on behalf of candidates on facility premises is prohibited.
6. Obtaining or misusing confidential information for personal gain or any other non-work related activity.

E. GIFTS, BRIBES, GRATUITIES, KICKBACKS

Affected individuals may not solicit or accept gifts, cash, or other favors from residents, family members or vendors that may influence or appear to influence the employee's performance of duties, solicit unfair advantage or reward, special attention or service. Compliance is required with state and federal laws relating to bribes and kickbacks, which are explained in more detail in the Corporate Compliance Plan.

F. ACCURATE RECORD KEEPING AND BILLING PRACTICES

Employees and associates are expected to keep honest, timely, and accurate resident care and business records and protect and retain records and documents as required by law. This includes strict adherence to billing and coding standards as well as documentation in the resident care record. Falsifying the medical record, using the wrong billing code and billing for services that were not provided lead to the submission of false claims, which is punishable by, fines, imprisonment or both.

G. CONTRIBUTIONS

No affected individual associated with the facility will use force or coercion over another person to solicit political, charitable, or other contributions on BRIGHTON MANOR property.

.H NON-DISCRIMINATION – ALL FORMS OF HARASSMENT

All affected individuals associated with BRIGHTON MANOR must adhere to state and federal laws prohibiting discrimination because of age, race, religion, gender, color, marital status, disability, sexual preference, national origin, citizenship, genetic predisposition, or carrier status, pregnancy, non-disabled or disabled veterans status, or political affiliation while conducting daily work tasks of the organization.

Sexual harassment as well as racial and other forms of harassment are unacceptable and are considered to be misconduct that undermines the integrity of the facility. Sexual harassment, and racial and national origin harassment are violations of New York State Human Rights Law and Title VII of the Civil Rights Act.

.I**HOW TO REPORT VIOLATIONS**

Open communication is the key to consistent compliance. If you have any questions or concerns about any action that you know or suspect is illegal, immoral, unethical, or non-compliant, you are required to report. You should follow these steps:

- a) All affected individuals are encouraged to discuss any billing or compliance concerns with the Compliance Officer, either formally or informally. This type of communication is intended to implement an “open door” policy. Adherence to the program, including the obligation to report potential non-compliance, is a condition of employment for all affected individuals at Brighton Manor. All affected individuals are encouraged to contact the Compliance Officer directly to report any concerns, however, potential compliance concerns may also be reported confidentially by submitting a written report to the Compliance Officer on an anonymous basis or by calling the compliance hot-line, accessible 24 hours a day at (518-945-8241). An affected individual who does not wish to report a compliance concern directly to the Compliance Officer may report the concern through his or her supervisor or to a member of the Compliance Committee, who will then become responsible to ensure a report is made to the Compliance Officer. Guidance is given to all affected individuals associated with BRIGHTON MANOR.

Reports may be made anonymously. All reasonable attempts to the extent allowed by law will be made to protect the reporter’s identity unless the matter is turned over to law enforcement.

Reports may be made in person, in writing, or to the anonymous hot-line at (518) 945-8241.

.J**ENFORCEMENT AND DISCIPLINE**

The Compliance Program’s Code of Conduct will be consistently enforced through appropriate disciplinary mechanisms. Disciplinary procedures for abuse of the Compliance Plan will follow facility policies and/or contacting the appropriate State or Federal agency. Disciplinary policies will be fairly and firmly enforced. Failure to report behavior that is illegal, unethical or non-compliant will also result in disciplinary action up to and including termination of employment, termination of contract/agreement, and termination as a Board member. Non-compliance can also result in criminal and civil penalties.

IV. COMPLIANCE STANDARDS AND PROCEDURES

Numerous Federal and State laws and regulations define and establish obligations for the health care industry with which all affected individuals must comply. Any affected individual who violates these laws and/or regulations not only risks individual indictment, criminal prosecution and penalties, civil actions for damages and penalties and administrative exclusion, but also subjects Brighton Manor, Inc to the same risks and penalties. Any affected individual who violates these laws will be subjected to the disciplinary procedures up to and including termination of employment, termination of contract/agreement, and termination as a Board member. Non-compliance can also result in criminal and civil penalties.

A. Discussion of Applicable Legal Standards.

Set forth below are some of the major federal statutes specifically applicable to health care providers. This outline is not intended to identify all applicable laws, and as described below, affected individuals should always consult the Corporate Compliance Officer with specific questions.

1. FRAUD AND ABUSE LAWS

a. Civil and Criminal False Claims

Affected individuals shall not knowingly and willfully make or cause to be made any false statement or representation of material fact in any claim or application for benefits under any federal health care program or health care benefit program. In addition, affected individuals shall not, with knowledge and fraudulent intent, retain federal health care program or health care benefit program funds, which have not been properly paid. Examples of prohibited conduct include, but are not limited to, misrepresenting services which are rendered, falsely certifying that services were medically necessary, “up-coding”, billing for services not actually rendered, making false statements concerning the condition or operations of BRIGHTON MANOR’s facilities or services which certification is required; charging rates in excess of applicable federal health care program established rates for services covered under such program; and failing to refund over payments made by a health care benefit program or a federal health care program.

b. Anti-Kickback Act

Affected individuals shall not knowingly and willfully solicit, offer to pay, pay, or receive, any remuneration, either directly or indirectly, overtly or covertly, cash or in kind, in return for:

(1). Referring an individual to a person for the furnishing, or arranging for the furnishing, of any item or service for which payment may be made, in whole or in part, under any health care benefit program or federal health care program; or

(2). Purchasing, leasing, ordering, or arranging for, or recommending the purchasing, leasing, or ordering of any good, facility, service, or item for which payment may be made in whole or in part, under any health care benefit program or federal health care program.

Remuneration may include kickback payments, bribes, or rebates. Certain safe harbors, such as group purchasing agreements and price reductions to health plans, among others, are excluded from this prohibition and recognized by BRIGHTON MANOR.

c. Civil Monetary Penalties Act

Affected individuals shall not knowingly present a claim to any federal health care program or health care benefit program for an item or service the person knows or should have known, was not provided, was fraudulent, or was not medically necessary. No claim for an item or service shall be submitted that is based on a code that the person knows or should know will result in greater payment than the code the person knows or should know is applicable to the item or service actually provided. Affected individuals shall not give or cause to be given any information with respect to coverage of independent services which that person is false and could influence the decision regarding when to discharge an individual from any health care facility.

Affected individuals shall not offer to transfer, or transfer, any remuneration to a beneficiary under a health care benefit program or federal health care program, that the person knows or should know is likely to influence the beneficiary to order or receive any item or service from a particular provider, practitioner, or supplier, for which payment may be made, in whole or in part, under a health care program or federal health care program. Remuneration includes the waiver of coinsurance and deductible amounts except as otherwise provided, and transfers of items or services for free or for less than fair market value.

d. Ethics in resident Referrals Act of 1989

Affected individuals who have an ownership or compensation relationship in non-excluded entities, shall not refer a resident in need of designated health services for which payment may be made to such entities with which they have a financial relationship.

e. Health Care Fraud

Affected individuals shall not knowingly or willfully execute or attempt to execute, a scheme or artifice to:

- (i) defraud any health care benefit program; or
- (ii) defraud any federal health care program; or
- (iii) obtain, by means of false or fraudulent pretense, representation, or promise any of the money or property owned by or under the custody or control of any health care benefit program, in connection with the delivery of, or payment for, health care benefits, items, or services.

2. FALSE STATEMENT AND FALSE CLAIMS LAWS

a. Criminal False Statements Related to Health Care Matters

Affected individuals shall not knowingly and willfully make or use any false, fictitious, or fraudulent statements, representations, writings, or documents, regarding a material fact in connection with the delivery of, or payment for, health care benefits, items, or services. Affected individuals shall not knowingly and willfully falsify, conceal or cover up a material fact by any trick, scheme, or devise.

b. Civil False Claims Act

Affected individuals shall not:

1. Knowingly file a false or fraudulent claim for payments to a governmental agency, or health care benefit program,
2. Knowingly use a false record or statement to obtain payment on a false or fraudulent claim from a government agency or health care benefit program, or
3. Conspire to defraud a governmental agency or health care benefit program by attempting to have a false or fraudulent claim paid.

Examples of false or fraudulent claims include, but not limited to, double billing, up-coding, un-bundling, submitting or processing claims for items or services not provided, submitting or processing claims or services not medically necessary, and billing for non-covered services.

c. Criminal False Claims Act

Affected individuals shall not knowingly make any false, fraudulent, or fictitious claim against a government agency or health care benefit

program. Conspiring to defraud a governmental agency or health care benefit program is also prohibited.

d. Criminal Wire and Mail Fraud

Affected individuals shall not devise a scheme to defraud a governmental agency or health care benefit program, which uses the U.S. Postal Service, private postal carriers, or telephone lines to perpetrate the fraud.

e. Criminal False Statement Act

Affected individuals shall not knowingly and willfully falsify or make any fraudulent, false, or fictitious statement against a governmental agency, federal health care program, or health care benefit program.

f. Theft or Embezzlement in Connection with Health Care

Affected individuals shall not embezzle, steal, or otherwise, without authority, convert to the benefit of another person, or intentionally misapply money, funds, securities, premiums, credits, property, or other assets of a federal health care program or health care benefit program.

g. Obstruction of Criminal Investigations of Health Care Offenses

Affected individuals shall not willfully prevent, obstruct, mislead, delay, or attempt to prevent, obstruct, mislead, or delay the communication of information or records relating to a violation of a federal health care offense to a criminal investigator.

3. CONSPIRACY LAWS:

a. Criminal Conspiracy

Affected individuals shall not conspire to defraud any governmental agency or health care benefit program in any manner or for any purpose.

b. RICO and Money Laundering Acts

Affected individuals shall not use any income obtained from mail or wire fraud to operate any enterprise. In addition, affected individuals shall not use the proceeds of wire or mail fraud in financial transactions, which promote the underlying fraud.

4. PHYSICIAN BILLING ISSUES:

While this program does not address every situation that may arise in the billing, coding, physician presence, and documentation requirements for physician services, the following are some of the specific legal duties of all affected individuals. The appropriate level of E & M Services should be based on “Documentation Guidelines for Evaluation and Management Services” developed by the American Medical Association and HCFA.

5. WHISTLEBLOWER PROTECTION:

A. Federal False Claims Act

No affected individuals because of lawful acts done by the affected individuals in furtherance of a civil action under the Act, whether brought by the Government or a private individual, including investigation for, initiation of, testimony for, or assistance in any such action may be discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment because of such actions. Any affected individual who has been discharged, demoted, suspended, threatened, harassed or in any other manner discriminated against in the terms and conditions of employment because of such lawful acts shall be entitled relief necessary to make the employee whole, including reinstatement with the same seniority status such employee would have had but for the discrimination, two times the amount of back pay, interest on the back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

B. State Laws

Article 20-C of the New York Labor Law prohibits retaliatory action by employers. Section 740 of Article 20-C applies to all employers. Section 741 of Article 20-C applies to health care employers, including, but not limited to, providers licensed under Article 28 (i.e., hospitals, nursing homes and diagnostic and treatment centers) and Article 36 (i.e., long term home health care programs, certified home health care agencies, and licensed home care service agencies) of the Public Health Law. In addition, the New York False Claims Act provides additional protection to employees.

I. Section 740

Under Section 740 an employer is prohibited from taking any retaliatory personnel action (discharge, suspension, demotion or other adverse employment action taken against an employee in terms and conditions of employment) against an employee because the employee does any of the following:

- (i) discloses, or threatens to disclose to a supervisor or to a public body an activity, policy or practice of the employer that is in violation of law, rule or regulation which violation creates and presents a substantial and specific danger to the public health or safety or which constitutes health care fraud;
- (ii) provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any such violation of a law, rule or regulation by the employer; or
- (iii) objects to, or refuses to participate in any such activity, policy or practice in

violation of a law, rule or regulation.

With respect to disclosures to a public body only, protection against retaliatory personnel actions is unavailable unless the employee has first brought the activity, policy or practice in violation of law, rule or regulation, to the attention of a supervisor of the employer and afforded the employer a reasonable opportunity to correct the activity, policy or practice.

An employee who has been subject to a retaliatory personnel action may institute a civil action for the following relief within one year after the alleged retaliatory personnel action was taken:

- (i) An injunction to restrain continued violation of Section 740;
- (ii) Reinstatement of the employee to the same position held before the retaliatory personnel action, or to an equivalent position;
- (iii) Reinstatement of full fringe benefits and seniority rights;
- (iv) Compensation for lost wages, benefits and other remuneration; and
- (v) Payment by the employer of reasonable costs, disbursements and attorneys' fees.

If the Court determines that a civil action under Section 740 was without basis in law or fact, the Court, in its discretion, may award reasonable attorneys' fees and court costs and disbursements to the employer.

II. Section 741

Under Section 741, an employer is prohibited from taking retaliatory action (discharge, suspension, demotion, penalization or discrimination against an employee, or other adverse employment action taken against an employee in terms and conditions of employment) against an employee because the employee does any of the following:

- (i) discloses or threatens to disclose to a supervisor or to a public body an activity, policy or practice of the employer or agent that the employee, in good faith, reasonable believes constitutes improper quality of resident care ("improper quality of resident care" means any practice, procedure, action or failure to act which violates any law, rule, regulation or declaratory ruling adopted pursuant to law, where such violation relates to matters which may present a substantial and specific danger to public health or safety or a significant threat to the health of a specific resident); or

(ii) objects to, or refuses to participate in any activity, policy or practice of the employer or agent that the employee, in good faith, reasonably believes constitutes improper quality of resident care.

The protections under Section 741 are not available to an employee unless the employee has brought the improper quality of resident care to the attention of a supervisor and has afforded the employer a reasonable opportunity to correct such activity, policy or practice. However, the in-applicability of Section 741 for failure to provide an employer an opportunity to correct does not apply to disclosures or threatened disclosures to a supervisor or public body where the improper quality of resident care presents an imminent threat to public health or safety or to the health of a specific resident and the employee reasonably believes in good faith that reporting to a supervisor would not result in corrective action. An employee may bring a civil action under Section 740 for the relief identified in Section 740. However, instead of the one-year period in which to bring such action, a health care employee may bring such action within two years after the alleged retaliatory personnel action was taken. In addition to the specific relief identified in Section 740, if the Court determines that a health care employer acted in bad faith in a retaliatory action under Section 741, the Court may assess a civil penalty of an amount not to exceed \$10,000 against the health care employer which is to be paid to the Improving Quality of resident Care Fund established under the State Finance Law.

III. NY False Claim Act (State Finance Law §191)

The False Claim Act also provides protection to *qui tam* relators who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment as a result of their furtherance of an action under the Act. Remedies include reinstatement with comparable seniority as the *qui tam* relator would have had but for the discrimination, two times the amount of any back pay, interest on any back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

B. Discussion of Specific Standards Applicable To BRIGHTON MANOR

1. FINANCE:

a. Billing Procedure and Claim Processing

All affected individuals shall observe all applicable New York State and Federal laws, including but not limited to New York State regulations 10 NYCRR Part 415 et seq, and the applicable federal fraud and abuse, anti-kickback, self-referral, conspiracy, false claims, and health care offense statutes set forth in section III (A) above, as well as all procedures

specified by individual insurance plans or third party payors in undertaking all billing and claims processing.

b. Accounts Receivable Collection

All affected individuals shall observe all applicable New York State and Federal laws, including but not limited to New York State regulations 10 NYCRR Part 415 et seq, and the applicable federal fraud and abuse, anti-kickback self-referral conspiracy, false claims, and health care offense statutes set forth in section III (A) above, as well as all procedures specified by individual insurance plans or third party payors in accounts receivable collection.

c. Accounts Payable

All affected individuals shall observe all applicable New York State and Federal laws, including but not limited to New York State regulations 10 NYCRR Part 415 et seq, and the applicable federal fraud and abuse, anti-kickback, self-referral, conspiracy, false claims, and health care offense status set forth in section III (A) above.

d. Purchase Contracts

All affected individuals shall observe all applicable New York State and Federal laws, including but not limited to New York State regulations 10 NYCRR Part 415 et seq, and the applicable federal fraud and abuse, anti-kickback, self-referral, conspiracy, false claims, and health care offense status set forth in section III (A) above.

e. Resident Funds (Savings, Petty Cash, Advance Payments, Burial Funds)

All affected individuals shall observe all applicable New York State and Federal laws, including but not limited to New York State regulations 10 NYCRR Part 415 et seq, and the Federal Medicare and Medicaid Acts as amended by the Omnibus Budget Reconciliation Act of 1987 (OBRA-1987), and the applicable federal fraud and abuse, anti-kickback, self-referral, conspiracy, false claims, and health care offense status set forth in section III (A) above.

f. Resident Valuables

All affected individuals shall observe all applicable New York State and Federal laws, including but not limited to New York State regulations 10 NYCRR Part 415 et seq, and the Federal Medicare and Medicaid Acts as amended by the Omnibus Budget Reconciliation Act of 1987 (OBRA-1987), and the applicable federal fraud and abuse, anti-kickback, self-referral, conspiracy, false claims, and health care offense status set forth in section III (A) above.

g. Financial Reports

All affected individuals shall observe all applicable New York State and Federal laws, including but not limited to New York State regulations 10 NYCRR Part 415 et seq, 10 NYCRR Part 86-2.1 et seq, and the applicable federal fraud and abuse, anti-kickback, conspiracy, false claims, and health care offense statutes set forth in section III (A) above.

h. Tax Matters

All affected individuals shall observe all applicable New York State and Federal laws, including but not limited to New York State regulations 10 NYCRR Part 415 et seq, 10 NYCRR Part 86-2.1 et seq, and the applicable federal fraud and abuse, anti-kickback, conspiracy, false claims, and health care offense statutes set forth in section III (A) above, as well as the private inurement rules and prohibitions specified by the Internal Revenue Service as applicable to tax exempt health care entries.

i. Leases (space and/or equipment) and Service Agreements

All affected individuals shall observe all applicable New York State and Federal laws, including but not limited to New York State regulations 10 NYCRR Part 415 et seq, and the applicable federal fraud and abuse, anti-kickback, self-referral, conspiracy, false claims, and health care offense status set forth in section III (A) above.

j. Financing/Loan Agreements

All affected individuals shall observe all applicable New York State and Federal laws, including but not limited to New York State regulations 10 NYCRR Part 415 et seq, and the applicable federal fraud and abuse, anti-kickback, self-referral, conspiracy, false claims, and health care offense status set forth in section III (A) above.

k. It is the expectation that all affected individuals will assist in the resolution of compliance issues. Failure to do so will result in disciplinary action up to and including termination of employment, termination of contract/agreement, and termination as a Board member. Non-compliance can also result in criminal and civil penalties.

2. PERSONNEL:

a. Criminal History Check

All affected individuals shall exclude individuals from employment with the facility who hold a:

1. Conviction of a health care related crime.
1. Conviction relating to resident abuse.
2. Felony conviction relating to health care fraud.
3. Felony conviction relating to a controlled substance.

b. Health Reviews

1. Annual Examinations.

BRIGHTON MANOR shall require for all employees pre-employment and annual physical examinations and thereafter require an annual examination of all employees, which will include screening for tuberculosis, and other communicable disease as is deemed necessary for the safety and well being of BRIGHTON MANOR residents.

2. Health Reviews Policies.

All affected individuals shall develop and implement policies and procedures that require the provision for a physical examination and recorded medical history for personnel.

The examination shall be of sufficient scope to ensure that, consistent with federal and state statutes and prohibiting discrimination on the basis of disability or handicap, no person shall assume his/her duties unless is free from a health impairment that would present a risk to the resident which cannot be reasonably accommodated, or which might interfere with the performance of his/her duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol, or other drugs or substances which may alter the individual's behavior.

BRIGHTON MANOR will provide such examination without cost for all employees.

BRIGHTON MANOR will also conduct a health status assessment of all volunteers whose activities are such that a health impairment would pose a risk to residents or personnel, in order to determine that the health and well being of residents and personnel are not jeopardized by the condition of such volunteers.

BRIGHTON MANOR shall require the following of all personnel as a condition of employment or affiliation:

- (a) a PPD (Mantoux) skin test for tuberculosis prior to employment or affiliation and no less than every year thereafter for negative findings. Positive findings shall require appropriate clinical follow-up but no repeat skin tests;
- (b) a certificate of immunization against rubella;
- (c) a certificate of immunization against measles for all persons born after January 1, 1957; and
- (d) if any licensed physician, physician's assistant, or nurse practitioner certifies that immunizations with measles and/or rubella vaccine may be detrimental to the employee's health,

the above requirements shall be inapplicable until such immunization is found no longer to be detrimental to such employee's health.

All affected individuals shall undertake the reassessment of the health status of all personnel as frequently as necessary, but no less than annually, to ensure that personnel are free from health impairments which pose a risk to residents or personnel which cannot be reasonably accommodated or which may interfere with the performance of duties.

All affected individuals shall report immediately to their supervisor or Administrator any signs or symptoms of personal illness. All personnel making such a report shall be referred to an appropriate health care professional for assessment of the risk to residents and personnel. Based on this assessment, BRIGHTON MANOR shall authorize appropriate measures to be taken, including, but not limited to, removal, reassignment or return to duty.

c. Employee Confidentiality and Privacy Policy

Affected individuals shall not disclose any information regarding residents to individuals outside the facility including family and friends of the resident. This prohibition includes verbal communications as well as releasing copies of, taking resident photos, posting information on social media or allowing access to, any reports or documents prepared by Brighton Manor, Inc.

Affected individuals shall not discuss any resident information in the public areas of BRIGHTON MANOR, such as, elevators, cafeteria, time clocks, etc. This prohibition also includes many instances in the nursing units where such discussions are not appropriate due to the presence of other residents, staff, and visitors.

d. Drug-Free Workplace and Random Drug Screening

All affected individuals shall:

1. Maintain a work environment that is free of alcohol/substance abuse;
2. Promote the use of leisure time in a positive fashion, free of alcohol, substance abuse;
3. Assist with substance abuse problems by providing them with information about referrals to the appropriate agency;

4. Protect the great majority of who do not misuse alcohol or drugs and ensure that the interests of BRIGHTON MANOR's residents are properly safeguarded;
5. Arrest and prosecute to the fullest extent of the law any person committing, or aiding and abetting the crimes associated with the manufacturing, distribution, dispensing, possession or use of a controlled substance during the course of work (including lunch time and breaks), while on BRIGHTON MANOR property or work site.

e. Material Safety

All affected individuals shall develop a written plan of action to implement OSHA standards for the safety and management of hazardous chemicals.

f. Sales of Products/Services By Employees

No affected individual of BRIGHTON MANOR shall accept employment or engage in any business transaction directly or indirectly which might tend to affect his/her judgment in any official act or create a conflict with his/her official duties.

g. Conflicts of Interest.

Affected individuals shall:

1. not accept other employment or engage in any business transaction directly or indirectly which might tend to affect his or her judgment in any official act or create a conflict with his or her official duties.
2. not knowingly invest or hold any investment or interest, legal, or beneficial, directly or indirectly, in any property, real or personal, in conflict with his/her official duties

h. Gifts and Gratuities

1. Code of Ethics

No affected individual, whether paid or unpaid, shall directly solicit any gift or accept or receive any gift whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him/her or reasonably be expected to influence him/her in the performance of his/her official duties or was intended as a reward for any official action on his or her part.

2. *Employee Handbook*

Employees may not accept cash, gifts, or other favors from residents, families, or vendors.

i. Employees Working For Vendors or Sub-associates.

No affected individual shall accept other employment or engage in any business transaction directly or indirectly which might tend to affect his/her judgment in any official act or create a conflict with his/her official duties.

j. Professional License Verification.

For all affected individuals who provide services in the nursing home for whom licensure, registration, or certification is required, all affected individuals shall obtain and retain verification of the license number or certification with expiration date of same. All affected individuals shall verify that there are no professional findings and that the licenses are in good standing for all personnel for whom licensure is required.

k. Discrimination.

Affected individuals shall not:

1. fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin; or
2. limit, segregate, or classify employees as applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, or national origin.

l. Harassment.

Affected individuals shall not make unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of the sexual nature:

1. submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment;

2. submission to or rejection of such conduct by an individual is used as a basis for employment decisions effecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

m. Lobbying/Political Activity.

Affected individuals may not expend funds received through a federal contract, grant, loan, or cooperative agreement for the purposes of paying any person for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

n. OSHA Guidelines, Compliance, and Safety Committee.

1. Workplace Safety

- a. All affected individuals shall furnish to each employee employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees;
- b. All affected individuals shall comply with occupational safety and health standards promulgated by the Occupational Safety and Health Law.

2. Occupational Safety and Health Act of 1970

All affected individuals shall:

- a. Meet the general duty and responsibility to provide a workplace free from recognized hazards that are causing death or serious physical harm to employees, and comply with standards, rules, and regulations issued under the Act.

- b. Be familiar with mandatory OSHA standards and make copies available to employees for review upon request.
- c. Inform all employees about OSHA
- d. Examine workplace conditions to make sure they conform to applicable standards.
- e. Minimize or reduce hazards
- f. Make sure employees have and use safe tools and equipment (including appropriate personal protective equipment), and that such equipment is properly maintained.
- g. Use color codes, posters, labels, or signs when needed to warn employees of potential hazards.
- h. Establish or update operating procedures and communicate them so that employees follow safety and health requirements.
- i. Provide medical examinations where required by OSHA standards.
- j. Provide training required by OSHA standards (e.g., hazards communication, lead, etc.).
- k. Report to the nearest OSHA office within eight hours any fatal accident or accident that results in the hospitalization of three or more employees.
- l. Keep OSHA required records of work related injuries and illnesses, and post a copy of the totals.
- m. Post at a prominent location within the workplace, the OSHA poster informing employees of their rights and responsibilities.
- n. Provide employees, former employees, and their representatives access to the Log and Summary of Occupational Injuries and Illnesses at a reasonable time and in a reasonable manner.
- o. Provide access to employee medical records and expose records to employees or their authorized representatives.
- p. Cooperate with OSHA compliance officer by furnishing names of authorized employee representatives who may be asked to accompany the compliance officer during an inspection.
- q. Not discriminate against employees who properly exercise their rights under OSHA.
- r. Post OSHA citations at or near the worksite involved. BRIGHTON MANOR shall keep each citation, or copy thereof, posted until the violation has been abated, or for three working days, whichever is longer.

- s. Abate said violations within the prescribed period.

3. Employee OSHA Responsibilities

All affected individuals must:

- a. Read the OSHA poster at the job site.
- b. Comply with all applicable OSHA standards.
- c. Follow all employer safety and health rules and regulations, and wear or use prescribed protective equipment while engaged in work.
- d. Report hazardous conditions to the supervisor. Report any job-related injury or illness to the employer, and seek treatment promptly.
- e. Cooperate with the OSHA compliance officer conducting an inspection if he or she inquires about safety and health conditions in the workplace.
- f. Exercise employee rights under the Act in a responsible manner.

4. OSHA Guidelines for Preventing Workplace Violence for Healthcare Workers. (OSHA Initiative)

All affected individuals shall establish policies so as to eliminate or reduce worker exposure to conditions that lead to death or injury from violence by implementing effective security devices, administrative work practices and other control measures.

The facility shall create a written program for job safety and security and incorporate it into BRIGHTON MANOR's overall safety and health program establishing clear goals and objectives to prevent workplace violence. In creating such a program, BRIGHTON MANOR shall conduct a workplace analysis involving a step-by-step common sense look at the workplace to find existing and potential hazards for workplace violence. At a minimum, BRIGHTON MANOR's workplace violence prevention program shall:

- a. Create and disseminate a clear policy of zero tolerance for workplace violence, verbal and non-verbal threats, and related actions. Managers, supervisors, co-workers, clients, residents and visitors shall be advised of this policy;
- b. Ensure that no reprisals are taken against any employee who reports or experiences workplace violence;

- c. Encourage employees to promptly report incidents and to suggest ways to reduce or eliminate risk and create a mechanism for measuring progress;
- d. Outline a comprehensive plan to maintain security in the workplace, which includes establishing a liaison with law enforcement representatives and others ~ who can help identify ways to prevent and mitigate workplace violence;
- e. Assign responsibility and authority for the program to individuals or teams with appropriate training and skills. The written plan should ensure that there are adequate resources available for this effort and that the team or responsible individuals develop expertise on workplace violence prevention;
- f. The management of BRIGHTON MANOR shall firmly commit to a worker-supportive environment that places as much importance on employee safety and health as on serving the resident or client;
- g. Set up a facility briefing as part of the initial effort to address such issues as preserving safety, supporting affected employees and facilitating recovery.

5. Occupational Exposure to Bloodborne Pathogens.

- a. Engineering and Workplace Practice Controls.

All affected individuals shall:

- i. Utilize engineering and work practice controls to eliminate or minimize employee exposure to blood-borne pathogens. Where occupational exposure remains after institution of these controls, personal protective equipment shall also be used.
- ii. Engineering controls shall be examined, maintained and replaced on a regular schedule to ensure their effectiveness.
- iii. BRIGHTON MANOR shall provide hand-washing facilities that are readily accessible to all affected individuals.
- iv. When provision of hand washing facilities is not feasible, BRIGHTON MANOR shall provide either an appropriate antiseptic hand

cleaner in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic cleaners or towelettes are used, hands shall be washed with soap and running water as soon as feasible.

- v. All affected individuals shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.
- vi. All affected individuals shall ensure that employees wash their hands and any other skin with soap and water or flush mucus membranes with water immediately or as soon as feasible upon contact of such body area with blood or other potentially infectious materials.
- vii. Contaminated needles and other contaminated sharps shall not be bent, recapped, or removed. Breaking of contaminated needles is prohibited.
- viii. Immediately or as soon as possible after use, contaminated, reusable sharps shall be placed in appropriate containers until appropriately processed. These containers shall be puncture resistant, labeled or color coded in accordance with the standard, and leak-proof.
- ix. Eating, drinking, smoking, applying cosmetics or lip balm, and handling contact lenses are prohibited in work areas where there is a reasonable likelihood of occupational exposure.
- x. Food and drinks shall not be kept in refrigerators, freezers, shelves, cabinets or other counter-tops or bench tops where blood or other potentially infectious materials are present.
- xi. All procedures involving blood or other potentially infectious materials shall be

performed in such a manner as to minimize splashing, spraying, splattering and generation of droplets of these substances.

- xii. Mouth pipetting/suctioning of blood and other potentially infectious materials is prohibited.
- xiii. Specimens of blood or other potentially infectious materials shall be placed in a container that prevents leakage during collection, handling, processing, storage, transport, or shipping.
- xiv. Equipment, which may become contaminated with blood or other potentially infectious materials, shall be examined prior to servicing or shipping and shall be decontaminated as needed.

b. Protective Equipment.

All affected individuals shall ensure that employees use appropriate personal protective equipment.

c. Accessibility to Protective Equipment.

- i. BRIGHTON MANOR shall ensure that appropriate personal protective equipment in the appropriate sizes is readily accessible at the work-site or is issued to affected individuals.
- ii. BRIGHTON MANOR shall clean, launder and dispose of personal protective equipment required by this section.
- iii. BRIGHTON MANOR shall repair and replace personal protective equipment as needed to maintain its effectiveness.
- iv. If a garment is penetrated by blood or other potentially infectious materials, the garment shall be removed immediately or as soon as feasible.

- v. All personal protective equipment shall be removed prior to leaving the work area.
- vi. When personal protective equipment is removed, it shall be placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.
- vii. Gloves should be worn when it can be reasonably anticipated that the affected individual may have hand contact with blood or other potentially infectious materials, mucus membranes, and non-intact skin.
- viii. Masks in combination with eye protective devices such as goggles or glasses with solid side shields, or chin-length face shields shall be worn whenever splashes, spray, spatter or droplets of blood or other potentially infectious materials may be generated by the eye, nose or mouth.
- ix. Appropriate protective clothing such as, but not limited to, gowns, aprons, lab coats, clinic jackets, or other similar outer garments shall be worn in occupational exposure situations.
- x. Surgical caps or hoods and shoe covers or boots shall be worn in instances when gross contamination can reasonably be anticipated.

o. Discharge or Discrimination Against Employees for Exercise of Rights.

No affected individual shall discharge or in any manner discriminate against any employees because such employee has filed a complaint or caused to be instituted any proceeding under or related to the Occupational Safety and Health Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded under the Occupational Safety and Health Law.

p. Wage and Hour Law Compliance.



Maximum Hours.

BRIGHTON MANOR may agree individually with its employees that a work period of 14 consecutive days will be acceptable in lieu of the work week of 7 consecutive days for the purpose of overtime computation and if for employment in excess of eight hours in any work day and in excess of 80 hours in any such fourteen day period, the BRIGHTON MANOR employee shall receive compensation at the rate not less than one and one-half times the regular rate in which he is employed.



Wage Compliance.

BRIGHTON MANOR shall pay to each of its employee's wages of not less than the statutory minimum wage.

q. Employment Accident/Incident Reports.

BRIGHTON MANOR shall:

1. maintain a log and summary of all recordable occupational injuries and illnesses occurring in BRIGHTON MANOR.
2. enter each recordable injury and illness on the log and summary as early as practicable but no later than six working days after receiving information that a recordable injury or illness has occurred.

r. Americans with Disabilities Act.

No affected individual shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions and privileges of employment.

s. Employee Identification Badges.

All affected individuals providing services within BRIGHTON MANOR must be clearly and readily identified as to professional function. All affected individuals must wear an official photo identification badge bearing the individual's picture and name.

t. Employee Time Record Falsification

BRIGHTON MANOR Employees are required to accurately and timely record their working attendance.

u. Employee Handbook.

BRIGHTON MANOR Employees are responsible for adherence to the terms and conditions of the BRIGHTON MANOR Employee Handbook.

v. Union Contract Compliance.

Where there is in effect a collective bargaining contract covering BRIGHTON MANOR Employees, such contract shall be subject to the provisions of Sections 200 through 214 of the New York Civil Service Law with respect to:

1. contract negotiation and re-negotiation;
2. resolution of disputes or impasses that may arise;
3. what constitutes improper employer and improper employee practices;
4. the prohibition on employee strikes.

w. Family Medical Leave Act Compliance.

An eligible BRIGHTON MANOR Employee shall be entitled to a total of twelve (12) weeks of leave during any twelve month period for one or more of the following reasons:

1. the birth of son or daughter of the employee in order to take care of such son or daughter;
2. the placement of a son or daughter for adoption or foster care;
3. in order to care for a spouse, or son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition;
4. because of a serious health condition which makes the employee unable to perform the functions of the position of the employee.

x. Awards and Bonuses

1. The Department of Labor and IRS will be notified of any bonus or award given to an employee.

3. RESIDENT CARE AND RESIDENT RIGHTS**a. Observance of the Facilities Contract with its Residents - Admissions Agreement.**

Brighton Manor, shall:

1. Admit a resident only on a physician's order and in accordance with the resident assessment criteria and standards as promulgated and published by the Department of Health;
2. Accept and retain only those nursing home residents for whom it can provide adequate care;
3. Admit each resident only after a pre-admission review;
4. Maintain a written record of all financial arrangements with the resident, his or her next of kin and/or spouse, with copies executed by and furnished to each party;
5. Make no arrangement for pre-payment for basic services exceeding three months;
6. Assess no additional charges or expenses for other financial liabilities in excess of the daily, weekly or monthly basic rate except:
 - a. upon express written approval and authority of the resident, next of kin or sponsor;
 - b. upon express written orders of the resident's personal, alternate or staff physician stipulating specific services and supplies not included as basic services
 - c. upon 30 days' prior written notice to the resident or designated representative, of additional charges, expenses or other financial liabilities due to the increase cost of maintenance and/or operation of the nursing home; and upon request of the resident, designated representative or of the department, financial and statistical supportive evidence sufficient to reflect such change in economic status shall be provided; or
 - d. in the event of a health emergency involving the resident and requiring immediate special services or supplies to be furnished during the period of the emergency;
7. Provide to each resident or designated representative at the time of admission, a written copy of the following information and services, which shall be basic information and services to be made available to all residents:
 - a. the daily, weekly or monthly rate;
 - b. board, including therapeutic or modified diets, if prescribed by a physician;

- c. lodging; a clean, helpful, sheltered environment, properly outfitted;
- d. 24 hours-per-day nursing care;
- e. the use of all equipment, medical supplies and modalities, not withstanding the quantity usually used in the everyday care of nursing home residents, including but not limited to catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads, and so forth;
- f. fresh bed linen, as required, changed at least twice weekly, including sufficient quantities of bed linen or appropriate substitute changed as often as required for incontinent residents;
- g. hospital gowns or pajamas as required by the clinical condition of the resident, unless the resident's next of kin or sponsor elects to furnish them, and laundry services for these and other launderable personal clothing items;
- h. general household medicine cabinet supplies, including but not limited to non-prescription medications, materials for routine skin care, oral hygiene, care of hair, and so forth except when specific items are medically indicated as prescribed for exceptional use for a specific resident;
- i. assistance and/or supervision, when required, with activities of daily living, including but not limited to toilet, bathing, feeding and ambulation assistance;
- j. services, and the daily performance of their assigned duties, by members of the nursing home staff concerned with resident care;
- k. use of customarily stocked equipment, including but not limited to crutches, walkers, wheelchairs or other supportive equipment, including training in their use when necessary, unless such item is prescribed by a physician for regular and sole use by a specific resident;
- l. activities program, including but not limited to a planned schedule of recreational, motivational, social and other activities, together with the necessary materials and supplies to make the resident's life more meaningful;
- m. Social Services as needed;

- n. physical therapy, on either a staff or fee-for-service basis, as prescribed by a physician, administered by or under the direct supervision of a licensed and currently registered physical therapist;
 - o. occupational therapy, on either a staff or fee-for-service basis, as prescribed by a physician, administered by or under the supervision of a qualified occupational therapist;
 - p. speech pathology services, on either a staff or fee-for-service basis, as prescribed by a physician, administered by a qualified speech pathologist;
 - q. audiology services, on either a staff or fee-for-service basis, as prescribed by a physician, administered by a qualified audiologist; and
 - r. dental services, on either a staff or fee-for-service basis, as administered by or under either the personal or general supervision of a licensed and currently registered dentist;
8. Apply the following restrictions to the admission and retention of residents:
- a. residents under 16 years of age shall be admitted only to a nursing home area approved for such occupancy by the NYS Department of Health and separate and apart from adult residents;
 - b. pre-natal, intrapartum or postpartum, and maternity residents shall not be admitted;
 - c. residents identified and assessed to need nursing home care shall not be barred from admission or retention solely on the basis that they also maintain a alcohol or substance abuse treatment program; and
 - d. a resident suffering from a communicable disease shall not be admitted or retained unless
 - e. a physician certifies in writing that transmissibility is negligible, and possesses no danger to other residents, or the facility is staffed and equipped to manage its cases without endangering the health of other residents;

9. Not discriminate because of race, color, creed, religion, national origin, marital, status, physical handicap, blindness, sexual preference or sponsorship in admission, retention and care of resident;
10. Establish and implement written policies and procedures governing the admissions process which ensure compliance with state and federal anti-discrimination laws;
11. Furnish all hospitals within the long-term care area and to any hospital, referral agency, or individual upon request a copy of BRIGHTON MANOR admission policies; and
12. Maintain a centralized log on receipt and disposition by the facility of persons referred for admission. The log shall contain for each referral a resident identifier and indicate the race, sex, color, national origin of the referral, the date of the referral, referring hospital or agency, and date and type of disposition of referral by the facility. Records of such log shall be retained for 18 months from date of entry.

BRIGHTON MANOR shall advise each potential resident or designated representative prior to or at the time of admission, that all medical and dental services which are provided by the facility will be provided by practitioners who have an affiliation with the facility. Potential residents whose personal attending physician or dentist is not approved to provide services to the resident after admission shall be duly notified prior to or at the time of admission. BRIGHTON MANOR shall promptly receive an evaluation request by such personal attending physician or dentist, to be approved to attend to such prospective resident consistent with resident care policies and procedures of the facility.

BRIGHTON MANOR shall advise each potential resident or designated representative that he or she may seek a second opinion if he or she disagrees with the diagnosis or treatment being provided and may call in a specialist selected by the resident or designated representative for the medical consultation.

Admissions Rights.

BRIGHTON MANOR shall protect and promote the rights of residents and potential residents by establishing and implementing policies which will ensure that the facility:

1. Does not require a third party guarantee of payment to the facility as a condition of admission, or expedited admission, or to continue to stay in the facility;

2. Shall not charge, solicit, accept or receive, in addition to any amount otherwise required to be paid by third party payors, any gift, money, donation or other consideration as a pre-condition of admission, expedited admission or continued stay in BRIGHTON MANOR. Prepayment for basic services not exceeding three months shall not be precluded by this paragraph;
3. Shall not require residents or potential residents to relinquish their rights to Medicare or Medicaid benefits;
4. Shall not require oral or written assurance that residents or potential residents are not eligible for, or will not apply for, Medicare or Medicaid benefits;
5. Shall obey all pertinent State and local laws which prohibit discrimination against individuals entitled to Medicaid benefits;
6. May require an individual who has legal access to a resident's income or resources available to pay for facility care, to sign a contract, without incurring personal financial liability, to provide the facility payment from the resident's Income or resources;
7. May charge a resident who is eligible for Medicaid for items and services the resident has requested and received and that are not specified at the time of admission as included in the basic nursing home services, so long as the facility gives proper notice of the availability and cost of these items' and services to the resident and does not condition a resident's admission or continued stay on the request for and receipt of additional items and services; and
8. May solicit, accept or receive a charitable, religious or philanthropic contribution from an organization or from a person unrelated to a resident, or potential resident, only to the extent that the contribution is not a condition of admission, expedited admission, or continued stay in the facility.

b. Residents' Rights.

1. Residents' Rights and Services.

All affected individuals shall recognize that each resident has a right to a dignified existence, self-determination, and communication with and access to persons and services inside and outside BRIGHTON MANOR. All residents and families/representatives are notified of the existence and operation of the

Corporate Compliance Program via an information sheet in the admission packet upon admission to BRIGHTON MANOR. BRIGHTON MANOR will protect and promote the rights of each resident, including each of the following rights:

a. Exercise of Rights.

1. Each BRIGHTON MANOR resident has the right to exercise his or her right as a resident of the facility and a citizen or resident of the United States.
2. Each BRIGHTON MANOR resident has the right to be free of interference, coercion, discrimination, and reprisals from BRIGHTON MANOR in exercising his or her rights.
3. In the case of a resident adjudged incompetent under the laws of New York State by a Court of competent jurisdiction, the rights of the BRIGHTON MANOR resident will be exercised by the person appointed under New York State Law to act on the resident's behalf.
4. In the case of a resident who has not been adjudged incompetent by the State of New York, any legal surrogate designated in accordance with New York State Law may exercise the resident's right to the extent provided by New York State Law.

b. Notice of Rights and Services.

1. BRIGHTON MANOR shall inform each resident both orally and in writing in a language that the resident understands of his or her rights and all rules and regulations governing resident conduct and responsibilities during his or her stay in BRIGHTON MANOR. Such notification must be made prior to or upon admission and during the resident's stay. Receipt of such information, and any amendments to it, must be acknowledged in writing;
2. Each BRIGHTON MANOR resident, or his or her legal representative, has the right:
 - i. Upon an oral or written request to assess all records pertaining to himself or herself including current clinical records, within 24 hours; and
 - ii. After receipt of his or her records for inspection to purchase at cost not to exceed community standards photocopies of the records or any portions of them upon request with advance notice to the facility.

3. Each BRIGHTON MANOR resident has the right to be fully informed in a language that he or she can understand of his or her total health status including but not limited to his or her medical condition;
4. Each BRIGHTON MANOR resident has a right to refuse treatment, to refuse to participate in experimental research, and to formulate an advance directive; and
5. BRIGHTON MANOR must:
 - a. Inform each resident who is entitled to Medicaid benefits, in writing, at the time of admission to BRIGHTON MANOR or when a resident becomes eligible for Medicaid, of:
 - a. The items and services that are included in nursing facilities services under the New York State Medicaid Plan and for which the resident may not be charged;
 - b. Those other items and services that the facility offers and for which the resident may be charged, and the amount of charges for those services; and
 - b. Inform each resident when changes are made to the above items specified in paragraphs (A) and (B) of this section.
6. BRIGHTON MANOR must inform each resident before, or at the time of admission, and periodically during the resident's stay, of services available at the facility and of charges for those services, including any charges for services not covered under Medicare or by the facility's per diem rate.
7. The facility must furnish a written description of legal rights that include:
 - i. A description of the manner in which personal funds of residents will be protected;
 - ii. A description of the requirement and procedures for establishing eligibility for Medicaid.
 - iii. A posting of names, addresses and telephone numbers of all pertinent client advocacy groups in New York State and the Medicaid Fraud Control Unit; and
 - iv. A statement that the resident may file a complaint with the New York State Department of Health concerning resident

abuse, neglect, misappropriation of resident's property in the facility, and non-compliance with the advance directive requirements.

8. BRIGHTON MANOR must comply with federal requirements relating to maintaining written policies and procedures regarding advance directives.
 9. BRIGHTON MANOR must inform each resident of the name, specialty and way of contacting the physician responsible for his or her care.
 10. BRIGHTON MANOR must prominently display written information and provide each resident and applicant for admission oral and written information about how to apply for and use Medicare and Medicaid benefits and how to receive refunds for previous payments covered by such benefits
 11. Notification of changes.
 - i. A facility must immediately inform the resident, consult with the resident's physician, and if known, notify the resident's legal representative or an interested family member when there is:
 - An accident involving the resident which results in an injury and has the potential for requiring physician intervention;
 - A significant change in the resident's physical, mental, or psycho social status;
 - A need to alter treatment significantly;
 - A decision to transfer or discharge the resident from the BRIGHTON MANOR facility.
 - ii. BRIGHTON MANOR must also promptly notify the resident and, if known, the resident's legal representative or interested family member when there is:
 - A change in room or roommate assignment;
 - A change in resident rights under federal or state law or regulation.
- c. BRIGHTON MANOR must record and periodically update the address and telephone number of the resident's legal representative or interested family member.*

d. *Protection of Resident's Funds*

1. The resident has a right to manage his or her financial affairs, and BRIGHTON MANOR may not require residents to deposit their personal funds with the facility.
2. Upon written authorization of a resident, BRIGHTON MANOR must hold, safeguard, manage, and account for the personal funds the resident has deposited with the facility.
3. Personal funds in excess of \$50 deposited with BRIGHTON MANOR must be placed in an interest-bearing account that is separate from any of the facility's operating accounts, and credits all interest earned on resident's funds to that account. Resident's personal funds that do not exceed \$50 may be placed in a non-interest bearing account or petty cash fund.
4. BRIGHTON MANOR must establish and maintain a system that assures a full and complete and separate accounting, according to generally accepted accounting principles, of each resident's personal funds entrusted to the facility on behalf of the resident's behalf.
5. BRIGHTON MANOR must notify each resident who receives Medicaid benefits:
 - (i) when the amount of the resident's account reaches \$200 less than the SSI resource limit for one person; and
 - (ii) that, if the amount in the account, in addition to the value of the resident's other non-exempt resources, reaches the SSI resource limit for more than one person, the resident may lose eligibility for Medicaid or SSI.
6. Upon the death of a resident with personal funds deposited with BRIGHTON MANOR, BRIGHTON MANOR must convey within 30 days the resident's funds, and a final accounting of those funds to
7. the individual or probate jurisdiction administering the resident's estate or in accordance with Section 1310 of the New York Surrogate's Procedure Act.

8. BRIGHTON MANOR may not impose a charge against personal funds of a resident for any item or service for which payment is made under Medicaid or Medicare.

e. BRIGHTON MANOR residents have the right to:

1. choose a personal attending physician;
2. be fully informed in advance about care and treatment and of any change in that care or treatment that may affect the resident's well being; and
3. unless adjudged incompetent or otherwise found to be incapacitated under the laws of the state, participate in planning care and treatment or changes in care or treatment.

f. Privacy and Confidentiality

Each BRIGHTON MANOR resident has the right to personal privacy and confidentiality of his or her personal and clinical records.

g. Grievances

BRIGHTON MANOR residents have the right to:

1. Voice grievances about discrimination or reprisals.
2. Prompt efforts by BRIGHTON MANOR to resolve grievances the residents may have including those with respect to the behavior of other residents.

h. Examination of Survey Results

Each BRIGHTON MANOR resident has the right to:

- (1) Examine the results of the most recent survey of the facility conducted by state or federal surveyors and any plan of correction in effect with respect to the facility; and
- (2) Receive information from agencies acting as client advocates, and be afforded the opportunity to contact these agencies.

i. Work

The resident has the right to:

1. Refuse to perform services for the facility;
2. Perform services for the facility, if he or she chooses, when:
 - a. BRIGHTON MANOR has documented the need or desire for work in the plan of care;
 - b. the plan specifies the nature of the services performed and whether the services are voluntary or paid;
 - c. compensation for paid services is at or above prevailing rates; and
 - d. the resident agrees to the work arrangement described in the plan of care.

j. Mail

Each BRIGHTON MANOR resident has the right to privacy in written communications including the right to send and promptly receive mail that is unopened and have access to stationery, postage, and writing implements at the resident's own expense.

k. Access and Visitation Rights

1. Each BRIGHTON MANOR resident has the right and the facility must provide immediate access to any resident by:
 - ✕☞ any representative of the Secretary of Health;
 - ✕✕☞ any representative of New York State;
 - ✕)✕☞ the resident's individual physician;
 - ✕❖☞ the New York State Long Term Care Ombudsmen;
 - ❖☞ the agency responsible for the protection and advocacy for developmentally disabled individuals and the agency responsible for protection in the advocacy of mentally ill individuals;
 - ❖✕☞ subject to the resident's right to deny or withdraw consent at any time, immediate family or other relatives of the resident; and
 - ❖✕)☞ subject to reasonable restrictions and the resident's right to deny or withdraw consent at any time, others who are visiting with the consent of the resident

2. BRIGHTON MANOR must provide reasonable access to any resident by any entity or individual that provides health, social, legal or other services to the resident, subject to the resident's right to deny or withdraw consent at any time.

l. Telephone

BRIGHTON MANOR residents have the right to have reasonable access to the use of a telephone for calls to be made without being overheard.

m. Personal Property

Each BRIGHTON MANOR resident has the right to retain and use personal possessions, including some furnishings, and appropriate clothing, as space permits unless to do so would infringe upon the rights or health and safety of other residents.

n. Married Couples

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

o. Self-Administration of Drugs

Any BRIGHTON MANOR resident has the right to self-administer drugs if the interdisciplinary team has determined that the practice is safe.

Residents Rights and Services.

All affected individuals shall ensure that all residents are afforded their right to a dignified existence, self-determination, respect, full recognition of their individuality, consideration and privacy in treatment and care for personal needs and communication with and access to persons and services inside and outside the facility.

2. Statement of Rights.

BRIGHTON MANOR shall adopt and publicize a statement of the rights and responsibilities of the residents who are receiving care at BRIGHTON MANOR.

c. Reporting Abuses.

Any affected individual providing resident care is required to report any suspected physical abuse, mistreatment or neglect, immediately by telephone, and in writing

within forty-eight hours to the NYS Department of Health. In the interest of promoting and protecting resident health, safety and welfare, BRIGHTON MANOR encourages all individuals to immediately report to the Administrator and/or Director of Nursing any and all instances of suspected resident abuse or neglect.

d. Non-discrimination in Admission

No affected individual shall discriminate because of race, color, blindness, sexual preference or sponsorship in admission, retention and care of residents.

All affected individuals shall obey all pertinent state and local laws that prohibit discrimination against individuals entitled to medicaid benefits.

e. Compliance with Advance Directives.

1. Health Care Proxies.

When provided with a health care proxy, all affected individuals shall arrange for the proxy or copy thereof to be inserted in the resident's medical record if the health care proxy has not been included in such record.

BRIGHTON MANOR shall comply with the health care decisions made by a health care agent in good faith under a health care proxy to the same extent as if such decisions had been made by the resident.

2. Requiring or Prohibiting Execution of a Proxy.

No affected individual shall require nor prohibit the execution of a health care proxy by a resident as a condition for providing health care services to any BRIGHTON MANOR resident.

3. Creation and Use of Proxy.

BRIGHTON MANOR shall establish procedures;

- i. to provide information to adult residents about their right to create a health care proxy under New York State law;
- ii. to educate adult residents about the authority delegated under the health care proxy, what a proxy may include or omit, and how a proxy is created and revoked;
- iii. to ensure that each resident who creates a proxy while residing at BRIGHTON MANOR does so voluntarily.

4. Orders Not to Resuscitate.

BRIGHTON MANOR shall adopt and implement written policies and procedures governing orders not to attempt cardiopulmonary resuscitation of a resident when consent has been obtained and which ensure the clarification of the rights and obligations of the residents, their families, the health care providers regarding cardiopulmonary resuscitation and the issuance of orders not to resuscitate. The policies will ensure that:

- i. Each resident who consents to an order not to resuscitate is informed of the range of available resuscitation measures, consistent with the hospital's equipment and facilities; and
- ii. All affected individuals involved in the care of any person for whom an order not to resuscitate has been issued are promptly informed of the order, including any limitations or instructions.

5. Physician Review of Order Not to Resuscitate.

For each resident for whom an order not to resuscitate has been issued, the attending physician at BRIGHTON MANOR shall review the resident's chart to determine if the order is still appropriate in light of the resident's condition and shall indicate on the resident's chart that the order has been reviewed. The resident is required to be seen by a physician at least every 60 days and the order not to resuscitate must be reviewed at that time.

6. Effect of Order Not to Resuscitate on Other Treatment.

A resident's consent to the issuance of an order not to resuscitate shall not constitute consent to withhold or withdraw medical treatment other than cardiopulmonary resuscitation.

7. Revocation of a Consent Order Not to Resuscitate.

Any physician treating a resident of BRIGHTON MANOR who is informed or provided with a revocation of consent to an order not to resuscitate shall immediately include the revocation in the resident's chart, cancel the order, and notify the affected individual responsible for the resident's care of the revocation and cancellation.

Any affected individual who is informed of or provided with the revocation of consent shall immediately notify a physician of such revocation.

8. Compliance.

All affected individuals shall ensure compliance with the requirements of New York State law governing advance directives. The facility shall be responsible for developing, implementing and maintaining written policies and procedures addressing advance directives and shall:

- (a) furnish the following material to each adult resident, or if the adult resident lacks capacity, to the family member or other adult who speaks on the resident's behalf at or prior to the time of admission to the facility or to each member of the facility's staff who provides resident care;
- (b) ensure that there is documentation in each adult's medical record indicating whether or not the adult has executed a health care proxy or whether the adult has provided written or oral advance instructions about treatment to facility staff responsible for resident's care or to facility employees upon admission;
- (c) assess advance directives other than those described;
- (d) provide an in-service education to staff concerning the facility's policies and procedures concerned with advance directives;
- (e) provide education to the community on issues concerning advance directives.

f. Surrogate Decision Making.

An attending physician with privileges at BRIGHTON MANOR who is provided with a decision of a surrogate consenting to an order not to resuscitate shall include the decision in the resident's medical chart and shall:

1. Promptly issue an order not to resuscitate the resident and inform the staff responsible for the resident's care of the order; or
2. Promptly make the attending physician's objection to the issuance of such an order known to the surrogate and either make all reasonable efforts to arrange for the transfer of the resident to another physician, if necessary, or promptly refer the matter to a dispute mediation system.

g. Incident Reporting.

All affected individuals shall report the following incidents to the Department of Health:

1. Residents' death or impairments of bodily functions in circumstances other than those related to the natural course of illness, disease or proper treatment in accordance with generally accepted medical standards;
2. Fires in the home that disrupts the provision of resident care services or cause harm to residents or staff;
3. Equipment malfunction during treatment or diagnosis of a resident that did or could have adversely affected a resident or hospital personnel;

4. Poisoning occurring within the facility;
5. Strikes by staff;
6. Disasters or other emergency situations external to the home environment which affect facility operations; and
7. Termination of any services vital to the continued safe operation of the facility or to the health and safety of its residents and personnel including but not limited to the anticipated or actual termination of telephone, electric, gas, fuel, water, heat, air conditioning, rodent or pest control, laundry services, food or contract services.

h. Resident's Council.

The administrator of BRIGHTON MANOR shall assure that the residents' council:

- (1) Meets as often as the membership deems necessary;
- (2) Is directed by the residents and is chaired by a resident or other person elected by the membership; and
- (3) May meet with any member of the supervisory staff provided that reasonable notice of the council's request is given to such staff.

i. Quality Assurance Committee.

BRIGHTON MANOR shall establish and maintain a coordinated quality assessment and assurance program that integrates the review activities of all nursing home programs and services to enhance the quality of life and resident care and treatment.

BRIGHTON MANOR shall maintain a Quality Assessment and Assurance Committee consisting of at least the following:

- (1) The administrator or his or her designee;
- (2) The director of nursing services;
- (3) A designated physician;
- (4) At least one member of the governing body who is not otherwise affiliated with BRIGHTON MANOR by employment or contract;
- (5) At least 3 other members of BRIGHTON MANOR staff.

BRIGHTON MANOR Quality and Assurance Committee shall:

- (1) Meet at least quarterly to identify issues with respect to which quality assessment and assurance activities are necessary;

- (2) Have a written plan for the quality assurance program which describes the program's objectives, organization, a participant's responsibilities, scope and procedures;
- (3) Define the methods for selecting and identifying clinical and administrative problems to be reviewed;
- (4) Communicate with staff the results of quality assurance reviews;
- (5) Facilitate staff participation;
- (6) Report to the governing body.

4. CERTIFIED, PROFESSIONAL AND MEDICAL STAFF:

a. Medical Staff Credentialing.

Prior to hiring, granting, or renewing privileges or an association with a physician or dentist, all affected individuals will obtain information regarding:

- (1) the name of any hospital or facility at which the professional was employed;
- (2) the reasons for any discontinuance of privileges;
- (3) any professional misconduct proceeding;
- (4) the findings or outcome of any such proceeding;
- (5) documentation that the professional completed infection control training.

In addition, BRIGHTON MANOR shall request from any hospital with which the professional was associated or employed information regarding:

- i. pending medical conduct or medical malpractice proceedings;
- ii. judgments or settlements of malpractice proceedings.

b. Discrimination In Staff Appointments and Privileges.

BRIGHTON MANOR shall not:

- (1) Deny or withhold from a physician, dentist or podiatrist staff membership or professional privileges because of his or her participation in any medical group practice, non-profit health insurance plan, or comprehensive health services plan offered by a health maintenance organization authorized by the laws of this state;
- (2) Exclude or expel a physician, dentist or podiatrist from staff or membership or curtail, terminate or diminish in any way a physician's,

dentist's, or podiatrist's professional privileges in a hospital because of his or her participation in any medical group practice, non-profit health insurance plan, or comprehensive health services plan offered by a health maintenance organization authorized by the laws of New York State.

c. Medical Staff By-Laws.

The medical staff of BRIGHTON MANOR shall adopt and enforce by-laws to carry out its responsibilities. The by-laws shall:

- (1) be approved by the governing body;
- (2) include a statement of the obligations and prerogatives of the each category of medical staff membership;
- (3) describe the organization of the medical staff;
- (4) describe the qualifications and performance standards to be met by a candidate in order for the medical staff to recommend that the candidate be appointed by the governing body;
- (5) set forth criteria and procedures for recommending the privileges to be granted to the individual practitioners, contain a procedure for applying the criteria and procedures to individuals requesting privileges, and are consistent with the requirements of the NYS regulations;
- (6) set forth criteria and procedures for determining the need for consultation with a specialist physician to provide for the diagnosis and treatment of resident conditions in accordance with generally accepted standards of resident care. Such criteria and procedures shall not preclude post-graduate trainees, nurses, or other health care practitioners involved in the care of the resident from requesting such consultations in an emergency;
- (7) describe the responsibilities of members of the BRIGHTON MANOR medical staff for participation in the malpractice prevention program and the quality assurance program.
- (8) exempt from the requirement to obtain medical staff privileges those practitioners from outside procurement organizations designated by the Secretary, U.S. Department of Health and Human Services, engaged solely at the facility in the harvesting of tissues and/or other body parts for transplantation, therapy, research or educational purposes pursuant to the Federal Anatomical Gift Act;

(9) set forth criteria and procedures that ensure appropriate and confidential use of electronic or computer transmissions and authentications, including the identification of those categories of practitioners and personnel who are authorized to utilize electronic or computer generated transmissions if the facility elects to utilize an electronic or computer system for training or authenticating medical record entries, orders and/or other resident specific records.

d. Nurse Practitioner And Physicians Assistant.

(1) *Nurse Practitioners.*

BRIGHTON MANOR shall only employ or contract with licensed nurse practitioners that have been certified by the State of New York under Section 6910 of the NYS Education Law.

(2) *Nurse Practitioner Practice.*

BRIGHTON MANOR shall only employ nurse practitioners who are registered professional nurses currently licensed to practice in New York State, who are certified by New York State as nurse practitioners, and who meet the following conditions:

- (a) Have a written practice agreement in place with a licensed physician who is designated as the collaborating physician;
- (b) Have all resident records reviewed by the collaborating physician in a timely fashion but no less often than every three months;
- (c) Have on file with the appropriate State agency practice protocols that reflect the current accepted medical and nursing practice that have been agreed to by the collaborating physician;

No physician shall enter into a practice agreement with more than four nurse practitioners that are not located on the same physical premises as the collaborating physician.

(3) *Physician's Assistants Administration.*

In employing or extending privileges to registered physician's assistants BRIGHTON MANOR shall comply with the laws and regulations of New York State and:

- (a) Employ or extend privileges only to registered physician's assistants who are currently registered with the New York State Education Department;
- (b) Designate in writing the licensed and currently registered staff physician or physicians responsible for the supervision and direction of each registered physician's assistant employed or extended privileges;
- (c) No physician shall be designated to supervise and direct more than two physician's assistants in his/her private practice, and no more than six physician's assistants or specialist's assistants or combination thereof employed by BRIGHTON MANOR;
- (d) When more than one physician is designated as responsible for registered physician's assistants BRIGHTON MANOR shall establish written policies and procedures delineating the specific physician charge with supervision of care of each resident for whom the registered physician's assistant is to render care;
- (e) Employ or extend privileges only to registered physician's assistants whose training and experience are within the scope of practice for which the physician or physicians to whom they are assigned are qualified; and
- (f) Be approved for providing the specialized medical services for which the registered specialist's assistant is employed or extended privileges and employ and extend privileges only to registered specialist's assistants whose training and experience are appropriate to the delivery of those specialized services.

(4) Physician Delegation.

BRIGHTON MANOR may permit a physician employed by BRIGHTON MANOR to delegate tasks to a registered physician's assistant or certified nurse practitioner who meets the applicable State requirements for certification as a nurse practitioner or physician's assistant, who is acting within the scope of his or her practice as defined by New York State Law, and is under the supervision of a physician.

BRIGHTON MANOR shall not permit a physician to delegate a task when State Regulations specify that the physician is to

perform that task personally or when the delegation is prohibited by BRIGHTON MANOR's own policies.

e. Infection Control.

BRIGHTON MANOR shall establish and maintain an infection control program designed to provide a safe sanitary and comfortable environment in which residents reside and to help prevent the development and transmission of disease and infection.

BRIGHTON MANOR shall establish an infection control program with written policies and procedures under which it:

- (1) Investigates, controls and takes action to prevent infections in the facility;
- (2) Determines what procedures such as isolation and universal precautions should be utilized for the individual resident and implements the appropriate procedures; and
- 3) Maintains a record of incidents and corrective actions relative to infections.

To prevent the spread of infection, BRIGHTON MANOR will undertake the following:

- (1) When the infection control program determines that isolation is needed to prevent the spread of infection, the facility shall isolate the resident.
- (2) The facility shall assure that all equipment and supplies are cleaned and properly sterilized where necessary and are stored in a manner that will not violate the integrity of the sterilization.
- (3) The facility shall prohibit persons, including but not limited to, staff, volunteers, and visitors known to have communicable disease or infectious skin lesions from direct contact with the residents or their food, if direct contact will transmit the disease.
- (4) The facility shall require physicians and staff to wash their hands after each direct resident contact for which hand washing is indicated by acceptable professional practice.

All affected individuals shall handle, store, process, and transport linens so as to prevent the spread of infection.

f. Nurse Aides.

(1) *Training.* BRIGHTON MANOR nurse aides training program shall be supervised and instructed by qualified individuals.

(2) *NYS Nurse Aide Registry.* BRIGHTON MANOR shall register its nurse aides with the New York State Residential Health Care Facility Nurse Aide Registry.

5. ENVIRONMENTAL:

a. Medical Waste.

BRIGHTON MANOR shall regulate medical waste in a manner and location that affords protection from the environment and limits exposure to the public. Regulated medical waste shall be separated from other waste as soon as practicable. Regulated medical waste storage other than the temporary short term storage not to exceed 24 hours on resident room floors or 72 hours in clinical laboratories, shall be in rooms used exclusively for waste storage. Such rooms or areas shall have an appropriate sign, prevent unauthorized access, protect waste from the elements, prevent access by vermin, and be ventilated to the outdoors. Space shall be provided so as to allow for clear separation of regulated medical waste from other waste. Regulated medical waste shall not be stored on the premises more than 30 days.

Containment of regulated medical waste shall be separated from other waste. Containers used for the containment of regulated medical waste shall be marked with prominent warning signs on the containers with the word "Infectious" or the words "Regulated Medical Waste."

Regulated medical waste, except for discarded sharps, shall be contained in bags that are impervious to moisture and have strength sufficient to resist ripping, tearing or bursting under normal conditions of usage and of handling. The bags shall be secured so as to prevent leakage during storage, handling or transport. All bags used for containment and disposal of regulated medical waste shall be red in color. Bags to be transported from the premises shall, have affixed a label or imprint indicating the name and address of the generator.

All discarded sharps shall be contained for disposal in leak-proof, rigid, puncture-resistant containers that are secured to preclude loss of contents. Such containers shall be red in color or shall be conspicuously labeled with the words "Infectious" or the words "Regulated Medical Waste." Containers to be transported from the premises shall have affixed a label or imprint indicating the name and address of the generator.

Regulated medical waste contained in bags or sharps containers shall be placed in disposable or reusable rigid pails, cartons, drums, carts, dumpsters or portable bins. The containers shall be labeled "Infectious" or "Regulated Medical Waste." The containers shall be leak-proof, have tight fitting covers, and be kept clean and in good repair. If the containers are to be re-used, they shall be thoroughly washed and decontaminated each time they are emptied unless the surfaces of the containers have been completely protected from contaminants by disposable liners, bags or other devices removed with the waste, except that in clinical laboratories containers shall be decontaminated after each use.

Reusable pails, drums, dumpsters or bins used for containment of regulated medical waste shall not be used for containment of waste to be disposed of as other waste or for other purposes except after being decontaminated.

Regulated medical waste shall not be compacted unless it has first been treated so as to be non-infectious.

6. ADMINISTRATION.

a. Staff Qualifications and Personnel Management.

BRIGHTON MANOR shall employ on a full-time, part-time or consultant basis a sufficient number of professional staff members who are educated, oriented and qualified to assure the health, safety, proper care and treatment of residents.

(1). Administrator

BRIGHTON MANOR shall not operate unless it is under the supervision of an administrator who holds a currently valid nursing home administrator's license and registration issued under Article 28-D of the NYS Public Health Law.

(2). Medical Services

BRIGHTON MANOR shall develop and implement medical services to meet the needs of its residents. BRIGHTON MANOR shall designate a full-time or part-time physician to serve as medical director. The medical director shall be responsible for:

- a. Implementation of resident medical care policies;
- b. Coordination of physician services and medical care in the facility;
- c. Coordinating the review of any physician, dentist or podiatrist prior to granting or renewing professional privileges;
- d. Assuring that each resident's responsible physician attends to the resident's medical needs.

(3). Nursing Services.

BRIGHTON MANOR shall employ a full-time Director of Nursing and shall have sufficient nursing staff to provide nursing and related services to attain or maintain the highest practicable physical, mental and psychosocial well being of each resident.

BRIGHTON MANOR shall provide nursing care on a 24-hour basis to all residents, by employing the services of sufficient:

- (a) Registered professional nurses or licensed practical nurses;
- (b) Certified nurses aides, all *of* whom must be verified by BRIGHTON MANOR as listed in the New York State RHCF Nurse Aide Registry, and meeting the qualification, training and competency testing requirements specified in 10 NYCRR 415.13(c); and
- (c) Other nursing personnel.

b. Governing Body Oversight.

BRIGHTON MANOR shall have a governing body, or designated persons functioning as a governing body, that is legally responsible for establishing and implementing policies regarding the management and operations *of* the facility.

Among other duties, the governing body shall:

- (1) Appoint an eligible administrator;
- (2) Establish the policies of the facility;
- (3) Be responsible for the operation of the facility;
- (4) Be responsible for providing legally required services for residents;

- (5) Employ personnel as legally required;
- (6) Develop a method of promptly addressing resident complaints;
- (7) Assure the complaint process is made known to the residents and staff;
- (8) Establish a resident council;
- (9) Comply with the laws of NYS in operating BRIGHTON MANOR, BRIGHTON MANOR Employees and BRIGHTON MANOR Associates.

c. General Administration.

BRIGHTON MANOR shall be administered in a manner that enables it to use resources effectively and efficiently to attain or maintain the highest practicable physical, mental and psychological well being of each resident.

V. COMPLIANCE COMMITTEE/COMPLIANCE OFFICER

A. The Compliance Committee.

This Program shall be implemented under the guidance and supervision of the Compliance Committee, which shall coordinate compliance efforts for BRIGHTON MANOR.

1. Members.

The members of the Compliance Committee are:

- a. The Compliance Officer;
- b. Administrator
- c. The Chief Financial Officer
- d. The Director of Nursing or his/her designee;
- e. The Director of Social Work;
- f. The Quality Assurance Coordinator;
- g. The Medical Director or his/her designee;
- h. The Director of Human Resources; and,

2. Meetings

The Compliance Committee shall meet quarterly.

The Compliance Officer

The Compliance Officer shall be a full-time employee of BRIGHTON MANOR reporting to the _____. The Compliance Officer shall chair the Compliance Committee meetings. The Compliance Officer will assume the managerial and administrative tasks involved in implementing, monitoring, and updating this Program. The Compliance Officer shall:

1. Supervise the implementation of this Program;
2. Develop a compliance training program for all individuals associate with BRIGHTON MANOR on compliance issues, expectations and the compliance program operation;
3. Assist with the training process;
4. Develop an annual work plan;
5. Review results of internal audits;
6. Notify all affected individuals, and oversee the training and education of all affected individuals involved in the clinical and billing/coding areas about applicable compliance standards;

7. Supervise and evaluate monitoring and auditing procedures;
8. Implement and oversee a Hotline;
9. Investigate suspected intentional and accidental misconduct;
10. Establish and maintain open lines of communication with all affected individuals associated with BRIGHTON MANOR to ensure effective and efficient compliance policies and procedures;
11. Compile existing policies and procedures, coordinating these policies and procedures, and develop new policies and procedures (which shall be standardized, except to the extent that specific department needs require customized policies and procedures);
12. Work with the BRIGHTON MANOR Auditor and/or external auditors;.
13. Periodically update and modify the Compliance Program; and
14. Prepare periodic compliance reports for BRIGHTON MANOR governing body and prepare an annual report to the governing body describing the general compliance efforts undertaken during the preceding year, identifying any changes necessary to improve the compliance program.

All questions and concerns regarding compliance with the standards *set* forth in this Program shall be directed to or brought to the attention of the Compliance Officer. All affected individuals must fully cooperate and assist the Compliance Officer as required in the exercise of his or her duties. If an affected individual is uncertain whether specified conduct is prohibited, the affected individual shall contact the Compliance Officer for guidance prior to engaging in such conduct, or call the Hotline.

VI. ROLE OF DEPARTMENTS

A. Department Responsibilities

BRIGHTON MANOR relies on staff and physicians to ensure we continue to operate in a legal and ethical manner. Without involvement and engagement, the Corporate Compliance Programs cannot succeed. As such, all staff and physicians are responsible for:

- Being honest in all interactions with residents, co-workers, supervisors, management and medical staff.
- Becoming familiar with BRIGHTON MANOR's Code of Conduct, and specific department policies and the regulations that relate to one's job responsibilities.
- Listening to questions or complaints made by residents, family members or visitors and notifying supervisor/manager of those complaints.
- Reporting any concerns about potential non-compliant behavior to supervisors, department managers or the Compliance Officer.
- All affected individuals are expect to assist in the resolution of compliance issues.

B. WHAT DOES THE COMPLIANCE PROGRAM MEAN TO ALL EMPLOYEES?:

The following lists below provide examples of specific compliance guidelines for many specific departments at BRIGHTON MANOR and certain specialized functions. These examples describe the broad nature of BRIGHTON MANOR's Compliance Programs and how they impact day-to-day activities with not only services provided but also business functions.

There are complex and frequently changing rules and regulations that guide each particular type of service line that BRIGHTON MANOR follows to help ensure compliant behavior. Therefore, it is not possible to list every potential compliance related scenario. If you are facing a situation where you think there might be a compliance related issue, please use one of the provided methods of reporting. Each individual BRIGHTON MANOR employee or agent remains responsible and accountable for his/her compliance with applicable laws that govern his/her job responsibilities.

NURSING EMPLOYEES - WHAT DOES COMPLIANCE MEAN TO ME?

- Reporting of any potential Corporate Compliance or Privacy concern.
- Maintaining resident confidentiality in all written and verbal communications.
- Assuring that resident consent has been obtained when necessary.
- Monitoring that quality of care is provided to all residents regardless of where the services are provided.
- Ensuring accurate and safe administration of medications by observing the 5 "rights" of medication administration (the *right dose* of the *right drug* at the *right time* to *right resident* by the *right route*).
- Ensuring nursing services are well documented in an accurate and timely manner in the resident chart.
- Notifying residents of their rights.
- Ensuring security of all resident medical records.
- Accurate charge and credit processing.
- Ensuring proper disposal of syringes, needles and bio-hazardous waste.
- Following universal precautions to protect against blood-borne pathogens.
- Following proper resident internal transfer and discharge procedures.
- Ensuring the resident is supplied with a discharge plan prior to discharge.
- Timely reporting of unusual resident occurrences.
- Exhibiting behavior that is consistent with the code of conduct.
- Maintaining the privacy of protected health information.
- Ensuring BRIGHTON MANOR's privacy practice policy is followed if disclosure of protected health information is necessary.
- Following all departmental policies and procedures.

MEDICAL AND NON-MEDICAL STAFF - WHAT DOES COMPLIANCE MEAN TO ME?

- Reporting of any potential Corporate Compliance or Privacy concern to the Compliance Director.

- Ensuring accuracy of registration information by verifying **all** resident information including insurance at each encounter, ensuring residents show proof of identity.
- Ensuring resident completes and signs back of face sheet that includes authorization to bill insurance and authorization to release information. (Assignment of Benefits)
- Making an effort to collect all co-payments and deductibles due from residents.
- Accurate completion of the Medicare Secondary Payer Questionnaire when applicable.
- Utilizing advance beneficiary notices ("ABNs"), when applicable.
- Ensuring the selection and accuracy of any codes applied.
- Ensuring complete medical record documentation is obtained.
- Accurate charge and credit processing.
- Ensuring the super bill is revised every year.
- Exhibiting behavior that is consistent with the code of conduct.
- Maintaining the privacy of protected health information and ensuring the notice of privacy practices is provided to residents.
- Ensuring BRIGHTON MANOR's privacy practice policy is followed if disclosure of protected health information is necessary.
- Maintaining familiarity with the areas identified in the BRIGHTON MANOR Work Plan for BRIGHTON MANOR.

RESIDENT ACCOUNTING AND FINANCE DEPARTMENT EMPLOYEES - WHAT DOES COMPLIANCE MEAN TO ME?

- Reporting of any potential Corporate Compliance or Privacy concern.
- Billing only for items or services that are actually provided.
- Ensuring claims submitted are for medically necessary services or items.
- Reviewing resident account credit balances regularly and making refunds as soon as possible, as appropriate.
- Bring any potential billing errors to your supervisor or managers attention as soon as possible.
- Ensuring claims submitted are supported by a physician or other authorized practitioner's written order.
- Furnishing itemized billing statement to residents, upon request.
- Ensuring payments received are for the correct amount. If not, refunding the accidental over payment to the appropriate party in a timely manner.
- Accurate charge and credit processing.
- Exhibiting behavior that is consistent with the code of conduct.
- Maintaining the privacy of protected health information.
- Ensuring BRIGHTON MANOR's privacy practice policy is followed if disclosure of protected health information is necessary.
- Following all departmental policies and procedures.

ADMISSION DEPARTMENT EMPLOYEES - WHAT DOES COMPLIANCE MEAN TO ME?

- Reporting of any potential Corporate Compliance or Privacy concern.
- Ensuring accuracy of registration information by verifying **all** resident information including insurance at each encounter.
- Ensuring resident completes and signs back of face sheet that includes authorization to bill insurance and authorization to release information. (Assignment of Benefits)
- Making an effort to collect all co-payments and deductibles due from residents.
- Accurate completion of the Medicare Secondary Payer Questionnaire when applicable.
- Ensure the notice of privacy practices is provided to residents.
- Ensuring residents show proof of their identity.
- Utilizing advance beneficiary notices ("ABNs"), when applicable.
- Exhibiting behavior that is consistent with the code of conduct.
- Maintaining the privacy of protected health information.
- Ensuring BRIGHTON MANOR's privacy practice policy is followed if disclosure of protected health information is necessary.
- Following all department policies and procedures.

HEALTH INFORMATION MANAGEMENT (HIM) DEPARTMENT EMPLOYEES - WHAT DOES COMPLIANCE MEAN TO ME?

- Reporting of any potential Corporate Compliance or Privacy concern.
- Following the National Correct Coding Initiative (NCCI) and ensuring claims are free of coding edits.
- Accounts are coded and billed based on documentation in each resident's medical record.
- Ensuring admission and discharge information is accurately compiled on each resident so records can be coded.
- Consulting with the individual treating physician when medical record information is vague enough that it cannot be accurately coded.
- Submitting all required data elements to CMS and NYSDOH.
- Maintaining knowledge of all of CMS's requirements.
- Accurate charge and credit processing.
- Exhibiting behavior that is consistent with the code of conduct.
- Maintaining the privacy of protected health information.
- Ensuring BRIGHTON MANOR's privacy practice policy is followed if disclosure of protected health information is necessary.
- Following all departmental policies and procedures.

HOUSEKEEPING AND MAINTENANCE DEPARTMENT EMPLOYEES - WHAT DOES COMPLIANCE MEAN TO ME?

- Reporting of any potential Corporate Compliance or Privacy concern.
- Following Occupational Safety and Health Administration ("OSHA"). NYSDOH and Joint Commission regulations to ensure compliance.
- Maintaining a clean and safe environment for residents, providers, visitors and employees.
- Complying with Material Safety Data Sheet Instructions ("MSDS").
- Resolving resident and visitor complaints related to the department's operations.
- Exhibiting behavior that is consistent with the code of conduct.
- Maintaining the privacy of protected health information.
- Ensuring BRIGHTON MANOR's privacy practice policy is followed if disclosure of protected health information is necessary.
- Following all departmental policies and procedures.

FOR ALL EMPLOYEES - WHAT DOES COMPLIANCE MEAN TO ME?

- Reporting of any potential Corporate Compliance or Privacy concern.
- Notifying residents of their rights.
- Ensuring quality of care through quality assurance activities and processes.
- Documenting all pertinent information in the resident medical record in a timely manner.
- Developing and revising resident care plans as necessary.
- Discussing advance directive orders with residents and their families upon admission.
- Ensuring accurate, safe administration of drugs.
- Ensuring proper disposal of syringes, needles and bio-hazardous waste.
- Accurate charge and credit processing.
- Ensuring security of all resident medical records.
- Maintaining and promoting a safe, sanitary environment.
- Reporting incidents of mistreatment, neglect, or abuse to the administrator of the facility and other officials, as required by law.
- Promoting safe and proper use of physical or chemical restraints.
- Exhibiting behavior that is consistent with the code of conduct.
- Maintaining the privacy of protected health information.
- Ensuring BRIGHTON MANOR's privacy practice policy is followed if disclosure of protected health information is necessary.
- Following all departmental policies and procedures

C. Reporting Compliance Issues

It is expected all affected individuals will report compliance issues. If it is found that an affected individual did not report compliance issues that they were aware of, they will be subject to discipline. The BRIGHTON MANOR's *Progressive Disciplinary Policy* describes sanctions for BRIGHTON MANOR employees for (1) failing to report suspected problems, (2) participating in or facilitating non-compliant behavior, and (3) encouraging, directing or permitting active or passive non-compliant behavior. After an investigation, if the concern reported requires disciplinary action, the disciplinary process will proceed per policy as outlined in the *Progressive Disciplinary Policy*. It is important to note that depending on the severity of the non-compliant behavior, progressive discipline may not be required and immediate discharge is possible. For all affected individuals, failure to report compliance issues they were aware of, disciplinary action will be taken up to an including termination of employment, termination of contract/agreement, termination as a Board member. Non-compliance can also result in criminal and civil penalties.

All affected individuals may also be subject to disciplinary action for:

- Failure to perform any of the required compliance training and failure to complete any assigned compliance assignments.
- Failure of management personnel to detect non-compliance with their department's applicable policies, where reasonable due diligence on the part of the Department Manager would have led to the discovery of such non-compliance.

D. Risk Areas

1. As necessary, BRIGHTON MANOR will develop policies and procedures that address identified risk areas. These written policies and procedures will be communicated to staff members as necessary and pertinent. Risk areas, including risk areas that are identified in the course of quality improvement and credentialing processes, will be addressed as appropriate in periodic and special audits. Risk areas identified from time to time by OIG, OMIG or other authorities will be addressed in BRIGHTON MANOR's auditing activities as appropriate.

2. BRIGHTON MANOR has identified the following as areas of potential risk to include but not be limited to:

- Quality of Care
- Resident Rights
- Billing and Claims Submission
- Employee Screening
- Kickbacks, Inducements and Self-Referrals
- Cost Reporting
- HIPAA Privacy and Security
- Record Creation and Retention
- Credentialing
- Medicaid Billing & Over payments
- Medical Necessity

E. Self-Evaluation

BRIGHTON MANOR recognizes the importance of performing regular, periodic compliance audits, including self-evaluation of the compliance risk areas identified by OIG, OMIG and the

applicable Work Plan. Compliance monitoring and auditing procedures will be implemented that are designed primarily to determine the accuracy and validity of the charging, coding and billing submitted to Federal, state and private health care programs and to detect other instances of potential misconduct by employees and medical staff. It will also include the oversight of any risk area identified by OIG or OMIG that BRIGHTON MANOR feels is of a medium or high risk. Random samplings of records drawn from a cross-section of departments will be conducted on an annual basis. Specific monitoring and auditing plans will be included in the annual compliance Work Plan. It will include periodic tests of claims submitted to Medicare, Medicaid, and other health plans. Auditing will be used to review the accuracy of the work of coding and billing personnel and admission representatives, as well as appropriate, accurate and timely documentation. For quality of care/medical necessity reviews, claims review will also include care provided by nursing and medical staff.

Self-evaluation of the areas identified in the Work Plan will be accomplished through internal audits as directed by the Compliance Officer and Compliance Committee. Where appropriate, the Compliance Officer will recommend to the Compliance Committee external audits according to the risk areas identified above. Results of a self-evaluation will be reported to the Compliance Officer, who will evaluate the potential for or actual non-compliance. Any non-compliance identified in self-evaluation or self-audit will be investigated thoroughly and promptly. The matter will be brought to the attention of the Administrator and the Board and will be included in the next year's work plan.

The following activities will be conducted when responding to potential or actual non-compliance issues as they are identified in the course of self-evaluations and audits:

- Performing root cause analysis of compliance problems;
- Correcting such problems promptly and thoroughly and implementing policies, procedures and systems as necessary to reduce the potential for recurrence;
- Developing and implementing plans of correction for those problems;
- Establishing priorities on which problems to evaluate;
- Tracking results of progress on compliance work plans;
- Expecting the responsible department to assist in the resolution of the compliance issues identified;
- Adding the identified issue(s) to the Compliance Committee agenda until compliance has been maintained for a period of time agreed upon by the committee members.

This provides a system for routine identification of compliance risk areas which is required by OMIG

The Corporate Compliance Committee meeting minutes will provide documentation to demonstrate the compliance topics that are discussed and addressed.

F. Reporting

When making a report to the Hotline or completing a report form, you have the option of remaining anonymous. However, it will help the Compliance Officer in responding if you identify yourself. The Compliance will do his/her best to keep all questions and

reports confidential to protect the individual making the report unless the matter is turned over to law enforcement.

The Compliance Officer will initiate a response to all reports made. If necessary, the Compliance Officer will seek advice from external legal counsel based on the severity of allegations and will report to the NYS Department of Health at 1-888-201-4563 or OMIG at 1-877-87-FRAUD/1-877-873-7283 as necessary. Employees may also report directly to OMIG or NYSDOH any compliance issues they feel have not been resolved.

In cases where the reporter is known, he or she will be notified of the outcome of their report, to the extent deemed appropriate, by the Compliance Officer.

If it is determined that **criminal** misconduct has occurred, the matter will immediately be referred to external legal counsel to initiate contact with the appropriate law enforcement agency. BRIGHTON MANOR is committed to returning any over payment obtained in error from a Federal and State Health Care Program or other third party payer.

The Compliance Officer, along with relevant department managers and members of the Corporate Compliance Committee, are responsible for evaluating BRIGHTON MANOR's training and education needs and ongoing monitoring and auditing activities to prevent the occurrence/recurrence of any incidents of non-compliance.

VII. PREVENTING INDIVIDUALS INVOLVED IN ILLEGAL ACTIVITIES FROM EXERCISING DISCRETIONARY AUTHORITY

A. Policy Statement

No individual who has engaged in a federal health care offense or a health care related crime, including but not limited to resident abuse or neglect, and/or who has been convicted of a federal health care offense or a health care related crimes shall be allowed to occupy positions within BRIGHTON MANOR which involve the exercise of discretionary authority.

B. Procedure

Any applicant for an employment position with BRIGHTON MANOR, and all affected individuals, shall be required to disclose whether the individual or affected individual has changed their name and whether they have ever been convicted of a crime, including a federal health care offense or a health care related crime.

In addition, BRIGHTON MANOR shall reasonably inquire into the status of each prospective affected individuals, including, but not limited to the following:

1. Conduct background checks of all affected individuals involved in the delivery of health care services, items, or billing to insure that no history of engaging in any federal health care offense *or* health care related crime; and
2. Conduct a review of the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG Cumulative Sanction Report.
3. Require all affected individuals to certify and affirm that neither they nor any individual providing services to BRIGHTON MANOR for *or on* their behalf has a history of engaging in any federal health care offense or health care related crime.

BRIGHTON MANOR shall remove any person in a position *of* authority where there is any evidence that the person is not willing to comply with this Program. BRIGHTON MANOR shall implement procedures to terminate BRIGHTON MANOR Employees, or its relationship with all affected individuals, who are convicted or excluded from participation in federal programs, including immediate removal from direct responsibility or involvement in any federally funded health care programs. BRIGHTON MANOR shall implement procedures to remove from direct responsibility or involvement in any federally funded health care programs any affected individual with pending criminal charges relating to health care, or proposed exclusion from participation in federally funded health care programs.

VIII. TRAINING AND EDUCATION PROGRAMS

A. Policy Statement

BRIGHTON MANOR's initial compliance training program at the time of new hire orientation shall:

- Highlight the importance of a Corporate Compliance Program;
- Highlight our customized Corporate Compliance Program and Manual and Report Form;
- Include identified risk areas for applicable departments and BRIGHTON MANOR; and
- Summarize Federal and State fraud and abuse laws.

This initial compliance training is incorporated into the General Orientation process for all newly hired employees. New employees must complete a written quiz and score 80% or above to receive credit for this training. In addition, each new employee is required to sign an acknowledgment of receipt of the Compliance Manual and to have knowledge of where and how to access Corporate Compliance policies and procedures. The Corporate Compliance Plan will be placed on all units and in all departments at BRIGHTON MANOR and will be posted on the website. All affected individuals who are not employees of BRIGHTON MANOR must complete training within 3 months following commencement of their services for or at BRIGHTON MANOR.

Periodic compliance training and education sessions will be developed and scheduled by the Compliance Officer to provide all affected individuals associated with BRIGHTON MANOR, with information on compliance issues, expectations and the operation of the Corporate Compliance Program. Attendance and participation in these education programs is a condition of continued employment and association. Attendance will be tracked and enforced. Failure to meet minimum prescribed requirements will result in disciplinary action, including possible termination.

All affected individuals shall receive the same compliance training provided to the employees of BRIGHTON MANOR with the exception of vendors who will receive training materials via U.S Mail and/or email which will consist of the Corporate Compliance Plan and an acknowledgment to sign and return.

B. Training For All Affected Individuals.

All affected individuals shall be provided on-going training regarding compliance issues specific to the nursing home setting, as well as other areas involving fraud and abuse issues.

All affected individuals shall attend a training session, which will be coordinated by the Compliance Officer, with the exception of vendors who will receive training materials via U.S. Mail and/or email. All affected individuals providing health care services, items or billing will be required to complete a comprehensive training program within three (3) months following commencement of their services for or at BRIGHTON MANOR.

Some BRIGHTON MANOR Employees may receive specialized training as a result of the areas in which they are employed. This specialized training may focus on complex areas or on areas in which the Compliance Officer has determined poses a high risk of misconduct.

As new developments or concerns arise, all affected individuals will be notified. The Compliance Officer shall immediately notify BRIGHTON MANOR Department Managers as to any and all developments and changes to the Program. In addition, the Compliance Officer may require additional training sessions for some or all affected individuals

C. Physician Training.

A physician issues-specific training program shall be developed and implemented by the Compliance Officer. The physician-specific program shall include training on the requirements of Public Health Law section 238, as well as the federal fraud and abuse provisions and the federal physician referral prohibitions.

Medicare, Medicaid and other federal health care program physician issues training shall be multi-disciplinary in nature and one or more physicians shall be involved in providing instruction.

D. Billing and Coding Issues.

The Chief Financial Officer, under the direction of the Compliance Officer, provides specific billing/coding training to BRIGHTON MANOR Employees. Other persons involved in training will include those appointed by the Chief Financial Officer.

E. Training Compliance and Effectiveness Surveys

All persons in supervisory positions are responsible for ensuring all affected individuals have attended the training sessions applicable to that person's duties at BRIGHTON MANOR. Each person in a supervisory position will administer surveys prepared by the Compliance Officer to affected individuals. These surveys will gather information regarding the effectiveness of the training programs and will be utilized by the Compliance Officer to improve the programs. All surveys must be collected by the supervisors and promptly returned to the Compliance Officer after the training sessions.

F. Updating.

The Compliance Officer shall be responsible for ensuring that training is updated on a regular interval to include new developments in law.

IX. MONITORING AND AUDITING SYSTEMS

A. Audits

Evaluation of charging, coding and billing is done monthly by the MDS Coordinator, Rehabilitation Director, Medicare biller and HIS Director (Compliance Officer). Any issues that arise are discussed and investigated promptly and thoroughly.

Results of the annual NYSDOH surveys are also used to audit every department. Audit results are reported at the Quality Assurance Committee meeting, and minutes are reviewed at the Corporate Compliance Committee meeting.

It is expected that all affected individuals will report compliance issues. If it is found that an employee or a group of employees did not report compliance issues that they were aware of, they will be subject to discipline. The BRIGHTON MANOR's *Progressive Disciplinary Policy* describes sanctions for employees for (1) failing to report suspected problems, (2) participating in or facilitating non-compliant behavior, and (3) encouraging, directing or permitting active or passive non-compliant behavior.

After an investigation, if the concern reported requires disciplinary action, the disciplinary process will proceed per policy as outlined in the *Progressive Disciplinary Policy*. It is important to note that depending on the severity of the non-compliant behavior, progressive discipline may not be required and immediate discharge is possible, including those who are not employees.

For all affected individuals, sanctions, which are penalties imposed, can result in not only disciplinary action, but also the removal of certain employment privileges, contract penalties, and discharge from employment and in some cases civil and/or criminal prosecution from a government agency. Disciplinary procedures will be fairly and firmly enforced.

Failure to assist in the resolution of any compliance issue will also result in disciplinary action up to and including termination of employment, termination of contract/agreement, termination as a Board member. Non-compliance can also result in criminal and civil penalties.

Employees and medical staff may also be subject to disciplinary action for:

- Failure to perform any of the required compliance training and failure to complete any assigned compliance assignments.
- Failure of management personnel to detect non-compliance with their department's applicable policies, where reasonable due diligence on the part of the Department

Any non-compliance identified in self-evaluation or self-audits will be investigated thoroughly and promptly. The matter will be brought to the attention of the Administrator and Board and will be added to the next year's work plan.

B. Contracts

All contracts and other arrangements with physicians, laboratories, providers, referral sources and other persons will be entered into using forms approved by the BRIGHTON MANOR General Counsel reviewed by the BRIGHTON MANOR General Counsel to verify that none of these compliance standards is violated by those agreements.

C. Hotline

A separate Hotline has been established (518-945-8241). The Hotline will provide a means of communicating information regarding billing and other compliance issues and will serve as a reporting option for all affected individuals with information about suspected misconduct. Questions about compliance standards and legal duties will be forwarded to the Compliance Officer, who will respond or direct a response from an appropriate person or persons within BRIGHTON MANOR. The Compliance Officer shall investigate all reports of suspected misconduct received through the Hotline. The Compliance Officer shall refer all legal issues to the BRIGHTON MANOR General Counsel.

Callers who wish to remain anonymous will be provided with an identification number. This number may be used by the caller to identify himself or herself if additional information becomes available or if further questioning is necessary. Confidentiality will be maintained unless the matter is turned over to law enforcement.

Any affected individual with concerns over unethical practices, improper employee conduct, the integrity of BRIGHTON MANOR's billing/coding practices or other improper practices described throughout this Program, is encouraged to report such concern through the Hotline or directly to the Compliance Officer.

Any affected individual who makes an intentionally false statement or otherwise misuses the Hotline shall be subject to discipline.

D. Alternative Avenues of Communication

In addition to the Hotline, any affected individual may report any suspected misconduct or fraud to their immediate supervisor in writing that shall then be forwarded to the Compliance Officer for review and follow-up.

E. Investigation of Suspected Non-Compliance

All suspected non-compliant conduct of any nature should be promptly reported to the Compliance Officer in accordance with reporting mechanisms set forth in this section of the Program. The Compliance Officer, in consultation with the BRIGHTON MANOR General Counsel, shall conduct an investigation of any conduct that may be inconsistent with this Program or departmental compliance policies. After review and investigation, the Compliance Officer will prepare a written report of findings that will be given to General Counsel for appropriate action. All affected individuals shall cooperate fully with any investigations undertaken by the Compliance Officer and/or the BRIGHTON MANOR General Counsel. Failure to

cooperate will result in disciplinary action up to and including termination of employment, termination of contact/agreement, termination as a Board member. Non-compliance can also result in criminal and civil penalties.

The investigation protocol will be as follows:

- Complaint is received by the Compliance Officer.
- Statements gathered, records reviewed, and if necessary, assistance from the Administrator.
- Legal counsel will be contacted, if warranted, and results will be shared with the Compliance Officer.
- The facts will be established, conclusion reached and report will be made to appropriate agencies.
- Human Resources and/or Administrator will take appropriate action if complaint is against an employee of BRIGHTON MANOR.

F. Processing of Disclosures and Reports

The Compliance Officer has established a mechanism for receiving disclosures and reports from affected individuals who have information regarding suspected misconduct, and is responsible for investigating any reports of suspected misconduct and referring such reports raising potential legal issues to the BRIGHTON MANOR General Counsel. Records of suspected misconduct and any subsequent investigation should be retained and confidentially maintained by the Compliance Officer.

No affected individual who reports suspected misconduct shall be intimidated, retaliated against or otherwise disciplined by BRIGHTON MANOR or any affected individual for making such report. The Compliance Officer shall review personnel records and information periodically to ensure that those who report suspected misconduct are not the victims of retaliation or other improper conduct. In addition, the Compliance Officer has the authority to withhold the names of affected individuals who report information, if necessary. The Compliance Officer does not, however, have the authority to unilaterally extend any protection or immunity from disciplinary action or prosecution to those employees who have engaged in misconduct.

X. DISCIPLINARY PROCEDURES

Failure to comply with this Program, or the laws and/or regulations applicable to health care programs will result in counseling, where appropriate, or implementation of the disciplinary process. The disciplinary measures imposed may range from oral warning to discharge from employment or termination of association with BRIGHTON MANOR. The Compliance Officer and/or the

BRIGHTON MANOR Counsel shall investigate all claims of suspected misconduct. Any affected individual involved in verified misconduct shall be subject to the disciplinary action up to an including termination of employment, termination of contact/agreement, termination as a Board member. Non-compliance can also result in criminal and civil penalties.

Appropriate disciplinary measures shall be evaluated and imposed on a case-by-case basis. Besides disciplinary action, BRIGHTON MANOR will respond to each specific situation on a case-by-case basis, using methods including:

Re-training;

Modification of the charges, coding and billing system where necessary;

Adjustment to policies and procedures;

Engaging in steps necessary to reduce the error rate; and

Handling information obtained appropriately through consideration *of* reporting the problem to authorities; consideration of restitution by the employee or associate; determination *of* the effort needed by BRIGHTON MANOR to determine the magnitude of improper claims; and consideration of how clear the evidence is.

XI. PROCEDURES FOLLOWING THE DETECTION OF MISCONDUCT

A. Non-compliance Based on Error.

If the Compliance Officer and/or the BRIGHTON MANOR General Counsel determine, after investigation, that non-compliant conduct occurred as a result of error, inadvertence or negligence, the matter shall be forwarded to the Administrator for review and referral for counseling, as appropriate, or the imposition of disciplinary action. Administrator may, in his/her discretion, refer the matter to the Compliance Committee, who shall review the matter at its next meeting or at a special meeting. As appropriate for the given situation, the following responses and measures may be undertaken by the Compliance Committee: revision of this Program to prevent the occurrence of future misconduct in the area; increased auditing and monitoring procedures; reassigning supervisors who, although not involved in the misconduct, nonetheless failed to adequately supervise and control non-compliant behavior; or reporting the responsible individuals to the appropriate governmental agency. Any action by the Compliance Committee shall be by majority vote of the entire membership.

The investigation protocol will be as follows:

- Complaint is received by the Compliance Officer.
- Statements gathered, records reviewed, and if necessary, assistance from the Administrator.
- Legal counsel will be contacted, if warranted, and results will be shared with the Compliance Officer.
- The facts will be established, conclusion reached and report will be made to appropriate agencies.
- Human Resources and/or Administrator will take appropriate action if complaint is against an employee of BRIGHTON MANOR.

B. Willful and Knowing Non-compliance.

If the Compliance Officer and/or General Counsel determine, after investigation, that non-compliant conduct occurred as a result of willful and knowing conduct or gross negligence, then the matter shall be referred to the Compliance Committee for disciplinary action. The Compliance Committee, shall make recommendation to the Administrator for the imposition of disciplinary action, in light of all available information. Such response and disciplinary action may include, but not be limited to termination of employment, termination of contact/agreement, termination as a Board member. Non-compliance can also result in criminal

and civil penalties.

The investigation protocol will be as follows:

- Complaint is received by the Compliance Officer.
- Statements gathered, records reviewed, and if necessary, assistance from the Administrator.
- Legal counsel will be contacted, if warranted, and results will be shared with the Compliance Officer.
- The facts will be established, conclusion reached and report will be made to appropriate agencies.
- Human Resources and/or Administrator will take appropriate action if complaint is against an employee of BRIGHTON MANOR.

In addition, as appropriate for the given situation, the following responses and measures may be undertaken by the Compliance Committee: revision of this Program to prevent the occurrence of future misconduct in the area; increasing auditing and monitoring procedures; reassigning supervisors who, although not involved in the misconduct, nonetheless failed to adequately supervise and control non-compliant behavior; or reporting the responsible individuals to the appropriate governmental agency. Any action by the Compliance Committee shall be by majority vote of the entire membership.

C. Billing Errors and Over-payments.

BRIGHTON MANOR has an obligation to its residents, third party payers and the state and federal government to exercise diligence, care and integrity when submitting claims for payment. The right to bill the Medicare and Medicaid programs carries a responsibility that may not be abused. BRIGHTON MANOR is committed to maintaining the accuracy of every claim it processes and submits. Many employees have responsibility for entering charges and procedure codes. Each of these individuals is expected to monitor compliance with applicable billing rules. Any false, inaccurate, or questionable claims should be reported immediately to the employee's supervisor or the Compliance Officer.

False billing is a serious offense. Medicare and Medicaid rules prohibit knowingly and willfully making or causing to be made any false statement or representation of the material fact in an application for benefits or payment. It is also unlawful to conceal or fail to disclose the occurrence of an event affecting the right to payment with the intent to secure payment that is not due. Examples of false claims include:

1. Claiming reimbursement for services that have not been rendered;
2. Filing duplicate claims;
3. "Upcoding" a resident's condition to a higher RUGs category;
4. Including inappropriate or inaccurate costs on cost reports to be submitted under the Medicare or Medicaid programs;

5. Billing for services or items that are not medically necessary;
6. Failing to provide medically necessary services or items;
7. Billing excessive charges.

With respect to the submission of claims to the Medicare or Medicaid program, it is BRIGHTON MANOR's policy that claims must: (1) be accurate and timely submitted; and (2) be only for items or services that (a) are medically necessary, (b) fall within the coverage guidelines contained in applicable laws, rules and regulations, and (c) are documented in the resident's medical record. In this regard:

1. Prior to submitting a claim for payment, it is necessary to verify that all documentation for services reflected on the claim, such as physician orders and certificates of medical necessity, are available in a proper and timely manner;
2. Claims may only be submitted when appropriate documentation supports the claim and only when such documentation is maintained and available for audit and review;
3. Documentation which serves as the basis for a claim must be appropriately organized in legible form so that such documentation may be audited and reviewed;
4. Diagnosis and procedures reported on reimbursement claims must be based on the medical record and other documentation;
5. Documentation necessary for accurate code assignment must be made available to all employees with coding responsibility; and
6. Compensation for billing department coders and billing consultants shall not provide for any financial incentive to improperly upcode claims.

With regard to the filing of cost reports, it is BRIGHTON MANOR's policy that all Medicare and Medicaid cost reports must be prepared utilizing generally accepted accounting principles based upon documents and reports that are maintained in BRIGHTON MANOR's day to day business. Cost reports must document only those costs which BRIGHTON MANOR's employees and/or agents believe in good faith are allowable. Employees and agents must provide accurate and complete documentation and reports to the business office in connection with the preparation of cost reports.

With regard to claim submissions and cost reporting, the following conduct is specifically prohibited:

1. Claims for payment or reimbursement of any kind that are false, fraudulent, inaccurate or fictitious;
2. Falsified medical records, time cards or other records used as the basis for submitting claims;
3. For services that must be coded, use of a code that does not accurately describe the documented service when there is a more accurate code that could have been used. This includes post-dating orders or signatures. Late entries should include an explanation of reason for delay in entry;
4. Bills submitted to Medicare, Medicaid or applicable insurance plan for items or services which are known are not covered by Medicaid, Medicare or applicable insurance plan;
5. Filing claims for the same item or service to more than one payor source whereby BRIGHTON MANOR will receive duplicate or double payments;
6. Submission of claims without the availability of adequate documentation;
7. Falsification of any report or document used to document the cost of utilization of services by payer source;
8. Failure to report a known error or inaccuracy in any cost report or underlying document used to prepare a cost report; and
9. Recording inappropriate, inaccurate, or non-allowable costs on a cost report.

Any affected individual who discovers an error or inaccuracy in any claim for payment for health care services that has been submitted or will be submitted should alert his or her supervisor, the Administrator or the Compliance Officer. Any employee who discovers an error or inaccuracy in any cost report that has been submitted or will be submitted should alert his or her supervisor, the Administrator or the Compliance Officer.

The facility holds monthly accounts receivable meetings. All balances in excess of \$7,500 are discussed. 100% of Credit balances are also discussed. After research of credit balances the appropriate adjustments are made.

Medicaid billing is completed weekly. The census days are verified to the charge days. Remittance is received and updated weekly. If Medicaid over payments are disclosed electronic billing voids are created and sent electronically, and the money is recouped through the weekly Medicaid remittance. If there are any over payments from NAMI, changes in payer type, discharges or budget changes, refunds are made directly to Medicaid or the resident. Medicaid over payments must be returned within 90 days from the date the over payment is identified.

Monthly review of aging reports is completed to identify credits. Voids/Adjustments are completed as necessary.

The Medicaid roster is verified monthly, prior to NAMI billing. The necessary updates are made. A random audit of 5 residents is completed monthly and results reported to the Compliance Officer.

Over payment claims greater than two years old cannot be corrected through the facility software. Claims greater than two years old that must be voided are processed through EPACES on the EMEDNY.org site and labeled with a delay code # 3.

The billing department will issue monthly reports to the Compliance Officer on Medicare, Medicaid and private insurance denials, over payments and reconciliations.

In the event the facility receives notification of an audit by OMIG, the appropriate facility staff will cooperate and provide all necessary documentation to meet the requirements of the audit.

XII. GOVERNMENT INVESTIGATIONS

BRIGHTON MANOR is committed to full compliance with all state and federal laws and shall cooperate with all reasonable demands made in any government investigation of BRIGHTON MANOR or any affected individual. However, BRIGHTON MANOR deems it essential that the legal rights of BRIGHTON MANOR and all affected individuals are protected.

If any affected individual receives a subpoena, inquiry or other legal document in regards to BRIGHTON MANOR business, whether at home or in the workplace, from any governmental agency, the affected individual shall first notify the BRIGHTON MANOR Compliance Officer who then should alert the BRIGHTON MANOR General Counsel as soon as possible.

All affected individuals are reminded that they have a right to legal representation and to have a lawyer present prior to responding to any such subpoena or legal document, and the employee or associate cannot be compelled to respond to such subpoena or legal document if representation by legal counsel is requested.

XIII. NON-INTIMIDATION AND NON-RETALIATION OF EMPLOYEES WHO REPORT

It is every affected individual's responsibility to promptly raise questions or report concerns. We rely on this to ensure that our Corporate Compliance Program is an effective one. **BRIGHTON MANOR will not tolerate retribution, intimidation or retaliation against any affected individual who acts in good faith** in raising a question or concern, including but not limited to, reporting potential issues, investigating issues, self-evaluations, audits and remedial action, and reporting to appropriate officials as provided in New York State

Labor Law section 740 and 741. BRIGHTON MANOR requires each person's assistance to identify and report any suspicious behavior or business practices to ensure the opportunity to investigate and correct them when necessary.

Brighton Manor

EMPLOYEE ACKNOWLEDGMENT FORM

CORPORATE COMPLIANCE PROGRAM

I have attended an in-service on and reviewed copies of the Corporate Compliance Plan and the Code of Conduct of Brighton Manor, Inc.

I understand the content of this program as it applies to me and am aware that I must comply with the standards set forth in this program. I agree to make a personal commitment to honor and protect the integrity of the facility and I agree to cooperate fully in the implementation of this program.

Signature: _____

Title: _____

Date: _____

Brighton Manor**ACKNOWLEDGMENT AND CERTIFICATION FORM**

I, the undersigned associate of Brighton Manor, Inc, do hereby acknowledge that I have read and reviewed the Compliance Program (the "Program").

I certify and affirm that I have not engaged in and am currently not engaging in any conduct or activity that could constitute a federal health care offense or a health care related crime.

I understand the content of this Program as it applies to me. I fully understand the procedures set forth in Sections IX and X of the Program and am fully aware that I must comply with the standards set forth in the Program or face contract termination.

I will cooperate fully with the Compliance Committee and Compliance Officer to the extent necessary or helpful to implementation of the Program.

Associate Name: _____

Date: _____

Signature: _____

Brighton Manor
CORPORATE COMPLIANCE OFFICE
REPORTING FORM

I wish to report the following situation that I consider to be in violation of Brighton Manor, Inc's Corporate Compliance Program or Code of Conduct.

(Please be as specific as possible and include names, dates, locations and as much detail as you know about the situation.)

Report # _____ Reported by _____ Date (optional) _____ Date _____

Please tear off the bottom of this page and refer to the number indicated when inquiring as to the disposition of this complaint/report.

Report # _____

