*Excela Health/Frick Hospital/Latrobe Hospital/Westmoreland Hospital/Laurel Surgical Center/Norwin Medical Commons/Latrobe Square/EHMG*

TITLE: AMERICAN WITH DISABILITIES No. 1-III-65

RESPONSIBILITY: Human Resources Commencement Date: June 12, 2019

RELATED POLICY/PROTOCOLS:
Family Medical Leave
Leave of Absence

REVIEW/REVISE DATES:

## 1. Objective

In conformity with the Americans with Disabilities Act ("ADA"), as amended, Excela Health (the "Company") does not discriminate against applicants and/or employees with qualifying disabilities. Further, the Company actively engages in the interactive process under the ADA to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodation.

It is the Company's policy to comply with all federal, state, and local laws regarding the hiring and employment of individuals with qualifying disabilities. This applies to all aspect of employment, including application procedures, hiring, advancement, termination, compensation, training, and other terms/conditions/privileges of employment.

## 2. Definitions

1. *Disability*. A physical or mental impairment that substantially limits one or more major life activities and/or major bodily functions of the individual, a record of such an impairment, or being regarded as having such an impairment.

2. *Direct Threat*. A significant risk to the health, safety, or well-being of individuals with disabilities or others when the risk cannot be eliminated by reasonable accommodation.

3. *Qualified Individual*. An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

4. *Reasonable Accommodation*. Includes any changes to the work environment, job restricting, modified work schedules, certain time off from work, reassignment to a vacant position, acquisition or modification of equipment/devices, appropriate adjustment or modifications to examinations, training materials, or policies, the provision of

qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

5. *Essential functions of the job*. This term means those job activities that are determined by the Company to be essential or core to performing the job; these functions cannot be modified.

**Accommodation**

The Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship or a direct threat of substantial harm to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable accommodation would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job he or she holds or desires should contact the Employee Benefits Department and request such an accommodation.

The Company may propose an alternative to the requested accommodation or substitute one reasonable accommodation for another. The Company retains the ultimate discretion to choose between reasonable accommodations. Employees are expected to cooperate fully with the accommodation process.

**Procedures:**

**Status of Benefits:** Taking ADA leave as an approved reasonable accommodation will not result in the loss of any benefits accrued before the date the leave started. Group Health benefits will be continued during the ADA leave, but employees will be required to pay the usual employee contribution, if any, during the ADA leave.

Also, the employee is eligible to continue in the Company's other benefit plans, so long as the employee satisfies the requirements and the terms and conditions of each able Plan during the leave. The employee will be required to pay the usual employee contribution, if any.

To ensure payment of the employee's share for such benefits while on ADA leave, the following procedures apply:

If the employee is taking paid leave concurrent with ADA leave, the cost of such benefits will be deducted from the employee's pay.

If the employee is taking unpaid ADA leave, the Employee must continue to make premium payments for the Employee's portion of benefits costs. The Employee will be notified of the amount of such costs and the appropriate method of payment by the Company at the beginning

of the Employee's ADA leave period. To the extent the Company pays the Employee's share of the cost for such benefits, if any, during the period of unpaid ADA leave, the Company is entitled to recover from the Employee the amounts Company paid for the Employee's share of such benefits during the leave, whether or not the employee returns to work.

If the employee fails to return to work from ADA leave for at least 30 days for a reason other than the continuation, recurrence, or onset of a serious health condition of the employee, or due to other circumstances beyond the employee's control, then the Company also may seek to recover from the employee the employer's share of the premiums it paid during the ADA leave to maintain the employee's Group Health benefits (in addition to the employee's unpaid premiums, if any).

Employees who return from ADA leave and work at least 30 days will be credited with the time missed for purpose of length of service calculations, such as vacation accrual.

**Employee Obligations While on ADA Leave:** Employees on ADA leave are required to provide oral or written reports to the Company regarding their status and intent to return to work every two (2) weeks. These reports shall be made to a Human Resources Representative.

**Return to Work/Fitness for Duty**: Employees returning from an ADA leave must submit a certification for duty from their health care provider before returning to work. The employee's failure to provide a fitness for duty form will delay the employee's ability to return to work. Employees who miss 45 or more consecutive days of work for any reason are subject to Excela's Return to Work Policy and should, therefore, contact Employee Health.

**I.** Cognizant Office

Consultation regarding clarifications and interpretations of this policy, as well as the resolution of problems and special situations related to this policy and protocol, are available through the Policy Sponsor.

**II.** Sponsorship and Authorizations

A. **Policy Sponsor:** Susan Cummings
Susan Cummings — Director, Total Rewards

B. Policy Coordinator: Laurie English
Laurie English — Senior VP, Chief Human Resources Officer

C. Policy Authority: Laurie English
Laurie English — Senior VP, Chief Human Resources Officer