



**EMPLOYEE HANDBOOK**  
*Effective October 2020*

# WELCOME FROM THE CEO

Welcome!

We are thrilled that you have joined U.S. Nursing (the “Company”) as a Healthcare professional. Since 1989, the Company has staffed tenured candidates like you in urgent and crucial situations at hospitals nationwide. Because of your experience, commitment to quality care, and ability to hit the ground running, the Company is able to offer you competitive pay while filling hospital needs as a premier healthcare staffing service. In short, because of candidates like you, we provide patient care when communities need it most.

This Employee Handbook for Healthcare professionals will introduce you to the Company, our guidelines, programs, benefits, and patient safety expectations. If you have any questions during your assignment, don’t hesitate to reach out to your U.S. Nursing Representative or to Human Resources Department of the Company.

Thank you again for your commitment to patient care and for choosing U.S. Nursing. We hope this is the start of a long relationship.

Best,

Bart Valdez  
Chief Executive Officer

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## IMPORTANT INFORMATION ABOUT THIS HANDBOOK

**DISCLAIMER. NEITHER THE POLICIES NOR THE BENEFITS IN THIS HANDBOOK SHOULD BE REGARDED AS A CONTRACT OF EMPLOYMENT OR CREATE CONTRACTUAL OBLIGATIONS OF ANY KIND BETWEEN YOU AND THE COMPANY.**

Our Healthcare professionals are at the heart of our business and this Handbook has been written to serve as a guide for your relationship with the Company. Please keep the following in mind as you read this Handbook:

1. This Handbook contains general information and guidelines. This Handbook will acquaint you with the Company, summarize guidelines, and provide information about working with us, but it is not all-inclusive. This October 2020 edition replaces all previously issued handbooks. No handbook can anticipate every circumstance or question. After reading this Handbook, if you have questions about a policy, practice, or benefit, speak with your U.S. Nursing Representative or Human Resources.
2. Notwithstanding any terms contained in your Strike Agreement Letter (“SAL”), which will govern the anticipated length of your assignment, your employment with the Company is not guaranteed for any duration. Both you and the Company maintain the right to end your at-will employment with or without advance notice and for any reason. The language used in this Handbook and any verbal statements made by management do not confer a contractual right, either express or implied, nor are they a guarantee of employment for a specific duration. No representative of the Company, other than the CEO, has the authority to enter into an agreement of employment for any specified period, and such agreement must be in writing, signed by the CEO and the employee.
3. The Company reserves the right to modify this Handbook, with or without notice. The need may arise to change the guidelines described in this Handbook, except for the at-will nature of your employment. The Company reserves the right to interpret the guidelines contained herein or to change them without prior notice. Changes are effective immediately when made, and your continued employment after any posted change is an acceptance of the modification. The Company will make reasonable efforts to notify you of any modifications or updates to this Handbook, but Healthcare professionals are responsible for being aware of all current policies, which will be posted in an electronic version accessible on the Portal.
4. The Company is committed to full compliance with all applicable federal, state, and local employment laws and regulations. If any provision in this Handbook conflicts with an applicable law or regulation, or is inconsistent with the terms in a SAL, the law and/or terms of the SAL the law will take precedence. You may receive a state-specific appendix to this Handbook that is applicable to the state in which you are assigned. State appendices provide additional policies that apply only to Healthcare professionals assigned to that state and describe how some of the policies contained in the Healthcare professional Handbook apply differently to employees working in that state. Accordingly, the state appendix, along with the Healthcare professional Handbook, provides the complete employment policies that apply to our Healthcare professionals working in such states. The Company’s employment policies are not intended to restrict communications or actions protected or required by federal, state or local law.
5. Healthcare professionals are subject to any guidelines imposed by the client facilities in addition

to the policies and guidelines in this Handbook. If you believe that any Company policy is in conflict with a client facility's policy, please contact your U.S. Nursing Representative or Human Resources immediately.

6. U.S. Nursing's benefit plans and programs, which are described in separate materials, may be referenced briefly in this handbook. Each benefit plan or program shall be subject to the terms of the specific documents by which it is governed and U.S. Nursing (or its designee) shall have complete discretion to determine benefit eligibility and interpret the terms of each plan or program. In accordance with applicable law, U.S. Nursing reserves the right to amend, modify or terminate, in whole or in part, any of these benefit plans or programs at any time.
7. These policies are important to the Company to ensure quality patient care. Consequences of violations may subject Healthcare professionals to discipline, up to and including dismissal.

**Please take time to review this Handbook and return your signed acknowledgment. Please contact Human Resources with any questions regarding these important documents.**

## KEY CONTACT INFORMATION

Clinical Service Department:

Phone: (800) 726-8773

Continuing Education:

MyFreeCE.com

Hours of Operation & Emergency Contact:

Corporate Office Hours: 7:30 A.M. to 5:30 P.M. Mountain Time

Phone: 800-72NURSE (800-726-8773)

Housing & Travel Department:

Phone: (800) 726-8773

Fax: (720) 206-1524

Human Resources: (complaints of discrimination, harassment, or retaliation)

Human Resources Department

5700 S. Quebec St., Ste 300 Greenwood Village, CO 80111

Phone: (800) 736-8773

Fax: (888) 467-2242

Email: [HR@USN.com](mailto:HR@USN.com)

Portal:

<https://myportal.fastaff.com/>

Time Reporting: Timecards must be faxed or emailed to Payroll

Fax: (888) 450-2085

E-mail: [USNPayroll@usnursing.com](mailto:USNPayroll@usnursing.com)

Workers' Compensation Carrier: Gallagher Bassett

Phone: (888) USNRSING or (888) 876-7764

Employee Injury Counselor:

Kimberly Edgerton

Phone: (303) 414-6037

Fax: (303) 865-6037

# INTRODUCTION TO THE COMPANY

The Company is the pioneer and industry leader in job action replacement staffing, providing experienced nursing talent in ten days or less. Healthcare professionals are paid competitive salaries for their experience, adaptability, and readiness to deploy quickly in urgent and crucial situations. Healthcare professionals hit the ground running and are widely recognized for the fast impact they make during work stoppages.

The Company is uniquely positioned to provide facilities with qualified healthcare professionals to meet immediate long-term or short-term staffing needs. The Company's competitive compensation package attracts an exceptional talent pool of highly skilled, highly-experienced professionals. The Company stands ready to enable hospitals nationwide to provide uninterrupted quality patient care.

## PURPOSE, MISSION AND VALUES

### **Purpose - *Why we do what we do***

We do what no one else does, enriching lives along the way.

### **Mission - *What we do***

We provide the right nurse in the right position at the right time, ensuring professional success and fulfillment for each nurse and allowing our clients to provide uninterrupted care for their patients.

### **Values - *What we stand for***

Below are seven values that Company employees embody. We hope that you, too, can exhibit these values during your tenure with the Company.

- Integrity - Do the right thing in every circumstance.
- Innovation - Create new and bold ways of doing things that make us better!
- Passion - Create infectious energy that pushes us to keep reaching for more!
- Bold - Have the courage to take risks that create success beyond what others would think is possible.
- Fun - Choose to have a great time in everything you do.
- Heart - Love what you do and whom you do it with.
- Driven - Don't give up. Ever.

# GETTING STARTED

## ASSIGNMENT & EMPLOYMENT STATUS

The Company employs healthcare professionals solely for the duration of an assignment to a client facility. Thus, you will be employed by the Company from the beginning of an assignment to the end of the assignment, although at all times during an assignment, employment remains at-will as provided in the Employment-At-Will Policy. After an assignment ends, your employment with the Company will be considered completed.

Prior to assignment, any offer of employment with the Company shall be conditional and subject to any requirements applicable to a particular assignment, including, but not limited to, background checks, submissions of credentials, drug screenings, and other requirements mandated by client facilities and/or applicable law.

Assignments will commence and terminate in accordance with the terms of the Strike Agreement Letter (“SAL”).

While employed by the Company, you are required to comply with any and all requirements and expectations imposed by the Company’s clients, the facilities where you are staffed, and any on- site supervisors.

## **BACKGROUND CHECKS**

Because the Company is in the business of providing its clients with highly-qualified job action replacement professionals who are cleared for work on an expedited basis, the Company conducts background checks early in the hiring process. Additionally, upon request, and/or in accordance with applicable law, the Company periodically updates background checks. All background checks are conducted in conformity with the federal Fair Credit Reporting Act and any state fair credit reporting laws or other state or local limitations on background checks, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. In accordance with applicable law, the Company obtains from applicants their written consent and authorization to conduct appropriate background checks and, where required, to share background check reports with client facilities. Any adverse action will be communicated in writing through pre-adverse action and adverse action letters. If you identify any inaccuracy or inconsistency in a background check report, it is your responsibility to initiate dispute proceedings with the reporting agency.

Results from drug screening, medical requirements, and background screenings will be kept confidential to the extent possible, but may be shared with Company clients involved in the assignment process as necessary and in accordance with applicable laws.

***Successful completion of a background check is required prior to the start of an assignment or within 12 months of strike end date.*** Background checks may include verification of any information on the applicant’s resume or application form. Failure to complete an authorization for a background check in a timely manner may result in a delay in being submitted to a position.

Falsification or omission of information may result in denial of employment or discipline, up to and including termination.

## **CREDENTIALS**

In order to be submitted to an open job opportunity, candidates must submit basic credentials such as licenses, BLS, etc. The Company provides a web-based solution that allows you to upload all required documents to this file. After documents are uploaded, the Company will conduct an expedited review of your file. You will receive an email following that review, communicating whether your documents are approved or whether additional action is required. In that case, you would be directed to login to the Portal. Contact [fastpassprofile@fastaff.com](mailto:fastpassprofile@fastaff.com) for help with uploading documents.

## **DRUG SCREENING**

Healthcare professionals must submit to a drug and/or alcohol test prior to the commencement of their



upcoming assignment and while on assignment. These required tests also must be performed pre-assignment if a drug/alcohol test has not been performed within the 12 months prior to an assignment. The Company is contractually required by certain clients to perform a current drug/alcohol test on all healthcare professionals assigned to that client; submission to a drug/alcohol test for such clients is a requirement of the assignment. You may be required to submit to a drug/alcohol test upon client request at any time during an assignment based on reasonable suspicion, post-accident, or any other reason deemed appropriate by on-site management. If the candidate receives a non-negative test result, he or she must contact the Medical Review Officer (MRO) and provide any and all requested documentation. If the MRO clears the candidate with provided documentation, there is no further action required. If the MRO does not clear the candidate, or if results Dilute or invalid for any other reason, the Quality Assurance (QA) department will contact the healthcare professional to determine whether or not they are eligible for placement in accordance with corporate policy. Candidates are required to review Healthcare Professional Drug & Alcohol Policy on an annual basis.

The Company will schedule collections for drug testing. Candidates and employees shall provide a sample at a Company-identified collection site. All drug screening will be conducted in accordance with, and the results will be treated as confidential to, the extent required by applicable law.

Anyone who refuses to cooperate with a drug test or who test non-negative, will be subject to discipline, up to and including termination, in accordance with applicable laws.

### **IMMIGRATION LAW COMPLIANCE/E-VERIFY**

The Company is committed to employing only United States citizens and aliens authorized to work in the United States. We do not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, within the first 3 days of hire and as a condition of employment, an employee must complete the Employment Eligibility Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the preceding three years or if their previous I-9 is not valid or has not been retained. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

I-9 documentation should be submitted to the Company prior to the start of your first assignment, and must be submitted no later than three days following the assignment start date. All copies of supporting documentation must be legible.

As part of the E-verify program, the Company will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS) with information from each new employee's Form I-9 to confirm work authorization.

### **FACILITY ORIENTATION**

Healthcare professional orientation is unique to each client facility. You must show proof of identity (picture ID) upon arrival to each assignment. In addition, you are required to carry all credentials, professional licenses, for induction and orientation at the client facility.

## CONDUCT AT CLIENT SITES

As a Healthcare professional working on a Company assignment, you will report to a client facility's supervisory staff. You are responsible for following facility-specific guidelines and are expected to conduct yourself in a professional manner. If you have any questions about the application of a client's policy, you should talk with your facility supervisor or Clinical Service Manager.

While working on an assignment, you are expected to comply with the following guidelines:

- Adhere to the facility's schedule.
- Float to other units/assignments as requested by the client facility. You are required to float as necessary to any areas of practice within your clinical competence, scope of practice, including age-based competencies. When floating to a new unit, you should ask for a tour and a point of contact for any questions during the shift, such as:
  - The type and number of patients you will be expected to care for;
  - The resources available to you, including a charge nurse, supervisor, other staff nurse, clinical services managers, etc.; and
  - Location of general supplies and medications.
- Report for duty on time and be prepared to work.
- Conduct personal business only on scheduled break or lunch periods, or during non- working hours.
- Contact your U.S. Nursing representative with any concerns, including those regarding payroll and housing.
- For any concerns related to your work at the facility, including policies, procedures, or patient-care related items, you should: (1) address the situation at the facility following the appropriate chain of command: i.e., house supervisor or unit manager. This should occur as soon as possible and within 24 – 48 hours of the incident. Discussions held in a timely manner enhance our ability to resolve concerns. The majority of concerns can be resolved at this level; and (2) notify your U.S. Nursing representative.

## COMPENSATION

The Company will pay Healthcare professionals according to the pay rates indicated in the Strike Agreement Letter (SAL) and in accordance with applicable federal, state, and local law.

Healthcare professionals generally are paid on a daily or weekly basis. Weekly payrolls are paid one week in arrears, or on final day according to state laws. The payday will be given to you at induction and is based on the start date of the job action.

On each payday, you can access (and print) an online statement showing gross pay, deductions and net pay through the Nurse Portal. This online statement is available each pay period, and it contains all payment and deduction information, as well as any additional information required by applicable federal, state, or local law. For your convenience, the Company offers direct deposit to your bank of choice, or where state law requires, by check. Due to processing requirements, it may take at least one week for activation of direct deposit. At any time, you may elect to receive a paycheck rather than direct deposit and the change will take effect in the next pay cycle.

The Company will make good faith efforts to correct mistakes in payment. You must notify Payroll immediately if you identify any errors. Reports of improper deductions or other payroll errors will be

promptly investigated. Healthcare professionals may question perceived errors in pay without fear of reprisal or discipline.

The Company prohibits improper deductions as defined by law. If you believe that an improper deduction has been made from your pay, you should immediately contact Payroll who will promptly and fully investigate the situation. If the Company determines that the deduction was improper for any reason, the Company will reimburse you and take steps to help prevent such improper deductions from occurring in the future.

## **TIME RECORDING AND REPORTING OBLIGATIONS**

Healthcare professionals, as non-exempt employees, are responsible for being scanned in and out of the time keeping system daily, entering their lunch breaks, and submitting their electronic time record. It is your sole responsibility to ensure your time is accurate and submitted. You should report any time record errors to your U.S. Nursing Representative or Payroll and are required to cooperate and assist with correcting any inaccuracies. The Company will pay Healthcare professionals for all the time they work without exception. Work time normally includes all activities directly related to a Healthcare professional's job. If you are unsure about what counts as work time, you should ask the Payroll Department.

Timekeeping is something the Company takes very seriously and we strive to create a positive experience for our Healthcare professionals. In order to reach our goal, we depend on you for the following steps:

1. Enter your time immediately before and immediately after the start and end of your shift. Working off-the-clock, or not recording work time on your timesheet, is not permitted by the Company.
2. If you perform any work before or after your shift or during a meal period, you must notify a US Nursing representative.
3. Keep your timesheet current by submitting your electronic time record daily. By attesting to your time electronically, you certify the accuracy of all time recorded and that the information contained in the timesheet may be relied upon by the Company. We understand that on occasion mistakes can occur; however, falsifying, altering without appropriate authorization, or tampering with time records, or recording time on another employee's time record is not acceptable and will result in disciplinary action.
4. If you feel that you are being encouraged, pressured or forced to work without recording this time on your timesheet, you must immediately contact your U.S. Nursing Representative. The Company does not tolerate retaliation against any employee who in good faith reports a violation of the Company's time recording policy.

If you believe any corrections are necessary to a timesheet or any error has been made regarding time or pay, you must notify your U.S. Nursing representative or Payroll immediately so that the issue may be investigated.

## **MEAL PERIOD AND REST BREAK POLICY**

With each assignment, Healthcare professionals will be provided meal periods and rest breaks consistent with any applicable state law requirements. You will be subject to the client facility's meal period and rest break policies to the extent that they are not inconsistent with this policy and applicable state law. If you have any concerns that you are not being provided with meal periods or rest breaks

under this policy or applicable state law, please contact your U.S. Nursing Representative.

Healthcare professionals are to receive an unpaid 30-minute duty-free meal period for each shift of over five (5) hours, unless state law provides differently. Enter on your timesheet the exact time that you stopped work for a meal period and the exact time that you returned to work at the end of the meal period. If you are required by your supervisor to perform any work during the meal period, record this time spent working on your electronic time record and provide a comment that indicates the reason a meal period was missed.

Healthcare professionals will be provided rest breaks consistent with applicable state law and client facility policies (to the extent not inconsistent with this policy and applicable state law). Rest breaks of 20 minutes or less are considered compensable hours worked, and so must be recorded as time worked on your timesheet.

## **WORK WEEK**

For purposes of time keeping and time recording, the Company's work week is determined by the start of the job action.

## **HOLIDAYS**

If you work on a holiday during the work week, then you will be paid at the holiday rate of 1.5 times the regular hourly rate designated on the SAL for shifts started on the holiday. Company recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

## **OVERTIME**

Working overtime hours requested by the client facility *is a requirement and condition of employment* and Healthcare professionals are expected to work overtime when requested, in accordance with any applicable state laws.

Overtime is calculated according to the Fair Labor Standards Act's regulations, and any applicable state law. If an employee is working in a state with daily overtime laws, the Healthcare professional will be paid overtime wages in accordance with the law of that state.

Advance authorization from your facility supervisor or manager is necessary to work overtime. Employees must record and will be paid for all time worked, including overtime that has not been pre-approved.

If you believe that you have not been compensated for all hours worked or for all overtime hours worked, promptly report your concern to Payroll.

## **GUARANTEED HOURS**

During your assignment you will be scheduled to work a certain number of hours per week, i.e. your Guaranteed Hours, and will be paid for all hours that you work. If your hours worked during the work week do not equal your scheduled hours, then you will be paid the difference in hours, at your hourly base rate, if the following conditions are met.

You will be considered to have been “available” to work if the Facility sends you home early or cancels your shift due to staffing needs or low patient census. You will not be considered “available” to work your entire shift if any of the following occur (unless your absence was protected under the law or excused by the Company):

- You start a shift late, leave early or volunteer to leave work early during a shift that week.
- You are released by the Facility or the Company for performance or any reason, other than for staffing needs resulting from low patient census that prevents you from successfully working the entirety of all your scheduled shifts that week.
- You refuse to float or accept appropriate patient assignments based on skills and other population or age specific competencies.
- Your availability to work a shift is restricted by expired credentials required for the position, or due to an investigation related to performance.

Additionally, you will only receive compensation for the difference of between your Guaranteed Hours and the number of hours you actually worked during the week. For example, if you are guaranteed 60 hours of work for the week and you receive only 56 hours of work, in addition to being paid for the 56 hours of work you will receive four hours of compensation that week at your base rate of pay.

### **ON CALL**

Some facilities may require you to be on call, and these hours will be paid at the “On Call” rate listed on the SAL. On call hours are to be recorded on your timesheet.

### **CALL BACK**

Healthcare professionals are eligible for call back pay if they are on call outside of the facility premise and are called back to work at the facility. The hours they work at the facility when called back will be paid at the call back rate, if any, for the assignment. If a Healthcare professional is asked to work past his or her scheduled shift but does not leave the facility, these hours worked are considered regular hours worked and do not qualify for call pack pay. Call back pay is paid at the rate designated in the SAL and will count towards Guaranteed Hours. For each call back instance, a Healthcare professional will receive at least two (2) hours of compensation at the Healthcare professional’s call back rate, or compensation for the actual hours worked, whichever is greater.

### **SICK LEAVE**

The Company complies with all federal, state and local sick leave laws. If applicable, you will both earn and use sick time in accordance with the specific state or local jurisdiction of your assignment.

If you have any questions about the sick leave availability applicable to your assignment, based on state or local requirements, please contact the Payroll department.

## **HEALTHCARE PROFESSIONAL BENEFITS**

### **BENEFITS PROGRAM**

The Company provides eligible Healthcare professionals with the option to participate in the 401(k) Plan in accordance with the Plan’s eligibility rules. Due to the short nature of U.S. Nursing Strike Assignments,

Healthcare professionals are not eligible to participate in other Company healthcare benefits during these assignments.

## **FAMILY AND MEDICAL LEAVE ACT (FMLA Leave)**

### **Eligibility**

The Family and Medical Leave Act (FMLA) entitles eligible employees of the Company to take up to 12 weeks of unpaid leave during a rolling 12-month period for family and medical reasons. To be eligible for FMLA leave, an employee must have been employed by the Company: (1) for at least 12 months; (2) for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and (3) at a worksite where 50 or more employees are located within 75 miles. Leave may be taken for one of the following qualified reasons:

- The birth of the employee's child;
- To care for the employee's child after birth, or placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, domestic partner, parent, or child who has a serious health condition;
- To care for the employee's own serious health condition; or
- Due to certain qualifying exigencies arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation.

In determining the "12-month period" in which the 12 weeks of leave entitlement occurs, the Company uses a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. That means that each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks that has not been used in the immediately preceding 12 months.

Leave taken in connection with the birth or adoption/foster care placement of a child must be taken within the first 12 months of the birth or placement.

The Company also complies with any applicable state laws governing family and medical leave, which may have different requirements and rights for employees. For example, if your facility is located in California and you are otherwise eligible, leave will also be granted in accordance with the California Family Rights Act ("CFRA") and will run concurrent with FMLA leave. This FMLA policy is, of course, subject to any changes in either federal or state law affecting family and/or medical leave. If you have any questions about state family and medical leave laws that may be applicable to your assignment, please contact Human Resources.

### **Military Family Leave Entitlements**

Eligible employees with a spouse, child, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment re-integration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member

is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness<sup>1</sup>; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

### **Definition of Serious Health Condition**

Healthcare professionals with serious health conditions or with qualified family members with serious health conditions may qualify for FMLA leave. A serious health condition under the FMLA is an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. Please consult Human Resources if you have questions about whether you have a serious health condition as defined by the FMLA.

The leave entitlement does not need to be taken in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt Company operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. Only the amount of leave actually taken will count against the employee's leave entitlement.

If you take intermittent or reduced schedule leave based on planned medical treatment, you may be required to temporarily transfer to another job with equivalent pay and benefits.

### **Employee Responsibilities**

You must provide 30 days of advance notice to Human Resources of your need to take FMLA leave when the need is foreseeable. When 30 days of notice is not possible, you must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures.

You also must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection, as well as sufficient information regarding the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions; the type of care required by your qualified family member; the need for hospitalization; continuing treatment by a health care provider; or circumstances supporting the need for military family leave. You also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

For leave taken because of an employee's own serious health condition, or to care for a covered family member with a serious health condition, you must provide the Company with a complete and sufficient medical certification from an authorized health care provider. You must provide such certification within fifteen (15) calendar days of the request, unless it is not practicable under the particular circumstances to do so despite your diligent, good faith efforts. If you fail to provide the Company with a complete and sufficient certification, despite the opportunity to cure the certification as provided, or fail to provide any certification, the Company may deny the taking of FMLA leave. If you plan to take intermittent leave or work a reduced schedule, the certification must also include estimated dates and the duration of

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<sup>1</sup> The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."

treatment or recovery, as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule. You may also be required to provide periodic recertification supporting the need for leave.

If the Company has reason to doubt the certification, as allowed by law, the Company may require second and third medical opinions at the Company's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Company's attendance guideline. While on leave, you must contact Human Resources at least two days before your first day of return.

### **Employer FMLA Responsibilities**

If you request leave, the Company will provide you with notice of whether you are eligible for FMLA leave. If so, the notice will specify any additional information required, as well as your rights and responsibilities. If you are not eligible, the Company will provide a reason for the ineligibility.

U.S. Nursing will inform you if leave will be designated as FMLA-protected and the amount of leave counted against your leave entitlement. If the Company determines that the leave is not FMLA-protected, then the Company will notify you.

### **Compensation During Leave**

FMLA leave is unpaid. Employees may, depending on the reason for the leave, be eligible for workers' compensation payments.

### **Continuation of Benefits**

During FMLA leave, the Company maintains your health coverage under any group health plan on the same terms and conditions as if you had continued to work. You must continue to pay your portion of any insurance premium while on leave. The payment must be received by the first day of each month. If the payment is more than thirty (30) days late, your healthcare coverage may be discontinued for the duration of the leave, as allowed by law. The Company will provide fifteen (15) days' notification prior to the loss of coverage. If you are able to return to work, but choose not to return to work after the expiration of the leave, you will be required to reimburse the Company for payment of insurance premiums during leave in accordance with applicable law.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the leave.

Taking FMLA leave or returning to work after FMLA leave can be delayed or denied if appropriate documentation is not provided to the Company in a timely manner.

### **Job Reinstatement**

Under most circumstances, when an employee returns from a FMLA leave, the employee will be reinstated to his or her pre-leave position or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment to the extent the employee would have otherwise been entitled to return to such position and retain such terms and conditions of employment had he or she not taken leave. If an employee has a serious health condition that renders the employee unable to



return to work, the employee may be entitled to additional leave as a reasonable accommodation under the Americans with Disabilities Act or other state or local laws. Employees who take leave for their own serious health condition may be required to provide a “release to return” from their healthcare provider before returning to work. U.S. Nursing may delay restoration to an employee who fails to provide such certification.

### **Prohibited Practices**

Under the FMLA, the Company cannot interfere with, restrain, or deny the exercise of any right provided by the FMLA or discharge or discriminate against any individual for opposing any practice or because of involvement in any proceeding relating to the FMLA. In addition, the Company cannot use the taking of a FMLA leave as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions.

### **Enforcement**

If you believe your rights under the FMLA have been denied, you may file a complaint with the Department of Labor or may bring a private lawsuit against the Company. However, the Company encourages all employees to first bring any concerns they may have regarding this policy to the attention of Human Resources. The Company prohibits retaliation against any employee for bringing any complaint forward in good faith under this policy.

The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **STATE TIME OFF/LEAVE LAWS**

The Company complies with state and local laws applicable where a Healthcare professional is assigned that provide additional time off or leaves of absence. Any questions or concerns about taking leave or other time off should be directed to your U.S. Nursing Representative.

### **CONTINUING EDUCATION PROGRAM**

The Company encourages professional development and offers continuing education benefits to Healthcare professionals through a partnership with MyFreeCE.com. You can participate in the MyFreeCE program if you have completed an assignment within the past three (3) months

You may take an unlimited number of CEU credits as long as you continue to meet the eligibility requirements. Login codes are good for three (3) months from date of issue. The MyFreeCE login code given by the Company is not transferable; please do not share with another individual. Sharing this code with any person will result in dismissal from the MyFreeCE program.

## **HOUSING AND TRAVEL**

### **HOUSING**

The Company’s Housing and Travel team will assist you with securing a housing and travel solution. Remember to use discretion and not post any locations on social media. Please refer to your Strike

Agreement Letter (“SAL”) for more comprehensive details on the housing and travel expectations for each client assignment.

Company-provided housing is provided for the length of the strike.

- Housing will be shared, every effort will be made to match opposite shifts, however this is not always possible and you may be assigned a same –shift roommate.
- You will be responsible for any damage to property or furniture and any excessive cleaning that may be required.
- Parking accommodations will vary and are generally not reimbursable.

## **TRAVEL**

The Company offers to pay for transportation to and from the Healthcare professional’s home/state of residence to the assignment location, unless you elect to terminate your assignment early, in which case you will be required to pay for your transportation home. You do not have to fly to the assignment, and instead may choose to take your own transportation. Healthcare professionals assume responsibility and expense for their daily commute to and from the worksite facility while on the employment assignment if the decision is made not to accept the courtesy shuttle provided.

The Company provides the following guidelines for travel:

1. Option 1: Company-Provided Travel. The Company will attempt to book a flight from the airport of your choice to the closest logical airport to the client facility, but based on flight availability and hospital budget guidelines, alternate area airports may need to be considered.
2. Option 2: Employee-Provided Travel. The Company will reimburse you for travel at the beginning of your assignment and for travel home at the end of a completed assignment at the IRS recommended rate per mile at a maximum of 780 miles each way for assignments located 50 miles or further from your permanent address.

### **COMPANY-PROVIDED TRAVEL**

For Company-Provided Travel, the following rules apply:

- Flights will be booked once you complete your credentialing requirements.
- Travel to and from your home airport is your responsibility.
- Flights will be booked based on availability and cost.
- Direct flights cannot be guaranteed.
- The Company will try to avoid multiple stops, connections, or layovers when possible. If a requested flight is out of budget for the assignment, a flight will be chosen that is as close to the budget as possible.
- You will be reimbursed up to \$30 for luggage unless the airline provides a free checked bag. Receipts must be submitted for luggage reimbursement.

### **EMPLOYEE-PROVIDED TRAVEL**

For Employee-provided travel, the following rules apply:

- Mileage is calculated, using Google Maps, based on the permanent address zip code the Company has on file and within a 50-mile radius from the facility zip code of where you are assigned.

## **TAX TREATMENT**

Transportation will be treated as non-taxable subsequent to successful completion of the Permanent Tax Residence form and any other supporting documentation. The Company in no way guarantees that particular tax treatment will be allowed by the Internal Revenue Service (“IRS”). If you have any questions, the Company recommends that you discuss your particular situation with a tax advisor.

## **POLICIES AND PROCEDURES**

### **EMPLOYMENT AT WILL**

The Company adheres to the policy of “employment-at-will,” which enables either the employee or the Company to terminate the employment relationship at any time, with or without cause and with or without notice, for any lawful reason or no reason at all. No manager, supervisor, or representative of the company other than the CEO has any authority to enter into any agreement with any employee for employment for any specified period of time or to make any promise or commitment contrary to the provisions contained in this Handbook.

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

The Company is dedicated to the principles of equal employment opportunity and conducts all hiring and employment practices strictly in accordance with applicable federal, state and local fair employment practices laws. Discrimination in employment on the basis of any classification protected under federal, state or local law is a violation of our policy and is illegal. The Company provides equal employment opportunities to all qualified employees and applicants for employment without regard to age, race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), color, religion/creed, height, weight, gender, sexual orientation, gender identity or expression, national origin, alienage or citizenship status, ethnicity, disability, genetics, pregnancy, marital or partnership status, familial status, caregiver status, amnesty, military or veteran status, status as a victim of domestic violence, sexual violence or stalking, credit history, arrest or conviction record, unemployment status, or any other attribute or characteristic protected by applicable federal, state and local laws. Equal employment opportunity applies to all terms and conditions of employment, including, but not limited to, recruitment, advertising, testing, screening, selection, hiring, placement, promotion, demotion, transfer, leave of absence, compensation, training, disciplinary action, termination, layoff, reduction in force, recall, benefits, social and recreational programs and all other conditions and privileges of employment in accordance with applicable federal, state and local laws.

The Company’s adherence to equal opportunity principles extends to placement of Healthcare professionals. When placing Healthcare professionals with our clients, the Company’s employees recruit and recommend the best candidate to meet the client’s need, without regard to any attribute or characteristic protected by applicable law.

The Company will engage in the interactive process when reasonable accommodations are requested under certain circumstances, such as those related to physical and mental health conditions; religious beliefs, practices, and observances; and for pregnancy, childbirth, and related medical issues. The Company will consider all requests for accommodation and will provide reasonable accommodations in accordance with applicable law.

All employees bear the responsibility to implement this policy and ensure that everyone at the Company adheres to it. If you have questions or concerns about any type of perceived discrimination in the workplace, or believe you have been discriminated against in violation of this policy, you must immediately contact your U.S. Nursing Representative or Human Resources.

### **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)**

The Company is committed to complying with all federal, state and local laws concerning the employment of persons with disabilities. Furthermore, it is our policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or any other terms, conditions, and privileges of employment.

The Company will reasonably accommodate qualified individuals with disabilities so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation, and/or if the accommodation creates an undue hardship to the Company. Contact the Human Resources Department with any questions or requests for accommodation.

Please refer to the Company's Policy Against Harassment, Discrimination & Retaliation for more information on reporting any complaints of disability discrimination and other related procedures.

All medical and disability-related information will be treated as confidential and will be shared with management and relevant staff only to the extent necessary. If an employee feels that his/her confidentiality has been breached, the employee must report this to Human Resources immediately.

### **THE GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

The Company is committed to complying with all applicable provisions of the Genetic Information Nondiscrimination Act of 2008 (GINA). The Company prohibits harassment or discrimination based on genetic information in any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment. GINA prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members. To comply with this law, we are asking that you not request or provide any genetic information when responding to any request for medical information, except in limited circumstances where required or permitted by law, such as where family member medical information is requested to support a family leave request.

"Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

### **POLICY AGAINST HARASSMENT, DISCRIMINATION & RETALIATION**

Sexual and other unlawful harassment violates Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. The Company expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics listed in the EEO policy in this Handbook and/or protected by applicable federal, state or local laws. Improper interference with the

ability of other employees to perform their expected job duties is absolutely not tolerated.

This policy applies to all harassment occurring in the work environment, whether on Company or client facility premises or in any company-related or client-related setting, and applies regardless of the gender of the individuals involved. This policy covers all employees of the Company and the client facility, including supervisors, managers, and co-workers; applicants for employment; and third parties, including vendors and customers, over whom the Company or the client facility has control. Prohibited acts of harassment include acts that take place directly in person or that occur via any communication system, such as telephone, voicemail, e-mail, fax machine, or interoffice mail.

### **Definition of Sexual Harassment**

For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment

Examples of sexually harassing, offensive and intimidating conduct include, but are not limited to, the following unwelcome behaviors:

- Unwelcome physical contact with sexual overtones, such as touching, patting, pinching, repeatedly "brushing" against someone, or impeding the movement of another person;
- Sexually offensive comments such as slurs, jokes, epithets, and innuendos;
- Sexually oriented "kidding" or "teasing," or sexually oriented "practical jokes";
- Suggestive or obscene written comments in notes, letters, invitations, e-mail or voice mail;
- Sexually explicit graphics, downloaded material or websites;
- Inappropriate, repeated, or unwelcome sexual flirtations, advances or propositions;
- Offensive visual contact such as staring, leering, gestures, or displaying obscene objects, pictures, or cartoons;
- Inappropriate or suggestive comments about another person's physical appearance or dress;
- Exchanging or offering to exchange any kind of employment benefit for a sexual concession, e.g., promising a promotion or raise in exchange for sexual favors; or
- Withdrawing or threatening the withdrawal of any kind of employment benefit for refusing to grant a sexual favor, e.g., suggesting that an individual will receive a poor performance review or be denied a raise unless he/she follows the supervisor's sexually related request.

### **Other Harassment Defined**

For purposes of this policy, other harassment is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of a characteristic protected by federal, state or local law, and that:

- creates an intimidating, hostile or offensive work environment; or
- unreasonably interferes with an individual's work performance.

Examples of other harassment include, but are not limited to the following unwelcome behaviors on the

basis of any status protected by law:

- using epithets or slurs; mocking, ridiculing or mimicking another's culture, accent, appearance or customs;
- threatening, intimidating or engaging in hostile or offensive acts that focus on any characteristic protected by law, including jokes or pranks;
- the displaying on walls, bulletin boards or elsewhere on Company premises, or circulating in the workplace, of written or graphic material that denigrates or shows hostility or aversion toward a person or group because of any characteristic protected by law.

## **Complaint Procedure**

The Company is committed to placing Healthcare professionals in work environments where they are treated with decency and respect. If you believe that you have been subjected to harassment or discrimination, have observed harassment or discrimination of another employee, or if you believe that a Company supervisor or any of the individuals supervising you at the client facility have engaged in discrimination or harassment, you must promptly report that immediately to your U.S. Nursing Representative, or Clinical Services Manager or Human Resources. Under no circumstances need the individual report the harassment to the person he or she is accusing of harassment. Any Company representative who receives a complaint of harassment and/or becomes aware of inappropriate conduct, including conduct prohibited by this policy, must immediately notify Human Resources.

When an employee reports harassment as specified above, the Company will investigate promptly. The Company expects all of its employees and managers, as well as client facility employees, to cooperate fully and in good faith with any investigation. The Company will communicate the results of any investigation to affected individuals. The Company will make reasonable efforts to promptly and thoroughly investigate any allegations of harassment or discrimination, and, if the investigation confirms that a violation of this policy has occurred, take appropriate corrective action. The Company will make reasonable efforts to maintain confidentiality, appropriate to the circumstances, of a complaint made pursuant to this policy.

## **Non-Retaliation**

The Company expressly prohibits retaliation against anyone for reporting a belief that he or she has been the target of unlawful discrimination or harassment or for participating in an investigation. Any employee who believes he or she has been retaliated against in violation of this policy must immediately notify their U.S. Nursing Representative or Clinical Services Manager or Human Resources. If an employee feels that someone has retaliated or threatened retaliation against him or her because of a complaint or participation in an investigation, the employee must follow the procedures listed in the Complaint Procedure section above, and the investigation of the allegations of retaliation will follow the procedures set forth in this policy. The Company will investigate all claims of retaliation, and, where appropriate, take prompt corrective action.

## **OPEN DOOR & MANDATORY REPORTING POLICY**

The Company is committed to the highest possible standards of ethics, openness, propriety and accountability. In line with this commitment, we expect and want our employees (or anyone else) to report any suspected (actual or threatened) violations of any law, rule or regulation.

Some examples of conduct that must be reported are:

- fraud of any kind, including but not limited to corporate fraud or any other act of dishonesty;
- unethical business conduct;
- a violation of federal, state, local or any other law or regulation, including but not limited to laws prohibiting discrimination and harassment in the workplace; and
- any specific danger to the health or safety of any employee, vendor, customer or other member of the public.

This is not an exhaustive list. The Company will not retaliate or tolerate any retaliation against any employee who in good faith reports any violation of any law, rule or regulation of any kind. In addition, the Company will not retaliate or tolerate any retaliation against any employee for refusing to follow a directive which, in fact, constitutes corporate fraud or a violation of federal, state, local or any other law. Employees must report any violations of this policy and these anti-retaliation provisions to their U.S. Nursing Representative or Clinical Services Manager or Human Resources.

## **ATTENDANCE**

The Company, its client facilities—and their patients—rely heavily upon Healthcare professionals, so dependability, punctuality, and a commitment to the job are essential qualities in our employees. You are required to arrive at work on time on your scheduled work days and work all scheduled hours. If circumstances beyond your control will make you late or absent from work, you must notify your on-site facility supervisor and U.S. Nursing Representative in accordance with facility-specific notification requirement guidelines. Leaving messages on voice mail or with other employees is not an acceptable way to communicate tardiness or absences.

If an unexpected work absence cannot be avoided, you must communicate both your request for time off and when you expect to return to work. You must communicate with both your facility supervisor and U.S. Nursing Representative on each day you are absent. If permission is not granted by your facility supervisor or U.S. Nursing Representative, you are expected to work the scheduled time. Additionally, leaving work early, not fulfilling overtime commitments, excessive absenteeism, or failure to call in are some examples of absenteeism that may be subject to disciplinary action. Unless there are extenuating circumstances, after more than three (3) business days of unexcused and unreported absences from work, you will be deemed to have abandoned your job and, subject to the Company's discretion, may be dismissed.

Please refer to your assigned client facility's policy on attendance to ensure that you are in compliance.

## **CLIENT PROPERTY**

Taking any client facility supplies, equipment, or property for personal use is against Company policy. Any unauthorized use or taking of client property must be reported to your onsite supervisor and to Human Resources. Inappropriate use, defacing, or deliberate destruction of client property will not be tolerated.

You are responsible for maintaining control of any of the client facility's building keys and pass keys. You are also responsible for maintaining the control and confidentiality of any computer system passwords issued to you by the Company or the assigned client facility. Providing keys or computer system passwords to any unauthorized person (including unauthorized employees) is prohibited.

## **CONFLICTS OF INTEREST**

A conflict of interest is defined as a conflict between the private interests and the official responsibilities of a person in a position of trust—who, for our purposes, is you. The Company expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct. Employees are expected to devote their best efforts to the interests of the Company, its clients, and their patients, and this includes avoiding real and potential conflicts of interest. A conflict of interest occurs if an employee influences (or is in a position to influence) a decision that can result in the employee or an immediate family member's personal gain as a result of his or her employer's business dealings.

Employees must disclose any possible conflicts so that the Company may assess and prevent potential conflicts from occurring. It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, you should discuss it immediately with your U.S. Nursing Representative or Clinical Services Manager. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

- Engaging in any activities or relationships, including personal investments, which might directly or indirectly result in a conflict of interest or impair your independence of judgment;
- Accepting substantial gifts, favors, or benefits that might tend in any way to influence the performance of duties;
- Serving as a board member or as a director of a competing firm;
- Holding financial interest in a competing company or being self-employed in an occupation which competes with the Company; or
- Owning, through partnership or personal involvement, supplier companies or distribution outlets related to the Company's business.

## **COMMITMENT TO DIVERSITY**

The Company is committed to creating and maintaining a workplace in which all employees have an opportunity to participate in and contribute to its success. Accordingly, all employees are valued for their skills, experience, and unique perspectives. This commitment is embodied in the way we do business at the Company and in this Handbook's policies.

## **DISCIPLINE**

Employees who fail to maintain proper standards of conduct toward their work, their co-workers, or the Company's clients, or who violate any of the Company's policies or client facility policies are subject to appropriate disciplinary action, up to and including dismissal. The discipline considered for any particular action may range from informal discussion to immediate dismissal, depending on the Company's assessment of the severity of the situation, and need not be imposed in any particular order. Disciplinary decisions taken by Company management are fact-specific and case-specific and at the Company's sole discretion. If you are subjected to discipline by an on-site supervisor at the client facility, you must notify Human Resources immediately.

The Company will report certain clinical and/or policy and procedure violations to the applicable State Board of Nursing, according to The Joint Commission and state specific regulations. In such instances, a Healthcare professional will be given notice of such action(s) within fifteen (15) business days of the



notification being made.

## **DRESS CODE**

Appropriate dress and hygiene are important in promoting a positive image to the Company's clients. Therefore, the Company expects that each Healthcare professional is well-groomed and dressed in a professional business-like manner. Healthcare professionals should attend hospital orientation wearing scrubs, unless otherwise specified by your U.S. Nursing Representative or client facility personnel.

Dress codes vary from facility to facility. The Company requires employees to satisfy facility- specific uniform guidelines, which may address (for example) tattoos, piercings, and acrylic nails.

While varying guidelines may be imposed at client locations, Healthcare professionals are always expected to present a professional, neat appearance at all times. Employees who do not meet the dress requirements may be asked to correct their appearance.

This policy is not intended to interfere with an employee's disability or religious beliefs. If you require an accommodation, you should immediately notify Human Resources.

## **DUTY TO REPORT FELONY CONVICTIONS**

In light of your responsibilities, you have an ongoing obligation to immediately report any felony convictions both to your U.S. Nursing Representative and to Human Resources. For purposes of this policy, a conviction includes a guilty plea, a plea of no contest or nolo contendere, conviction, or finding of guilt regardless of whether a sentence is imposed by the court. Disclosure of a guilty plea or conviction does not necessarily disqualify you from continued employment. Each conviction or guilty plea is evaluated on its own merit with respect to timing, circumstances, and seriousness, in relation to the job for which you are employed. However, failure to disclose such information is not tolerated and will subject an employee to discipline, up to and including termination. Specific assignments may require additional information and/or a more in-depth investigation.

## **ELIGIBILITY FOR RE-EMPLOYMENT**

The Company's former employees are eligible to be re-employed if they left the Company in good standing. The Company decides whether or not to re-employ a former employee on a case-by- case basis, taking into consideration the former employee's overall work record, client feedback, and the circumstances of his or her prior separation.

## **EMPLOYMENT VERIFICATION**

In response to external inquiries for employment verification, Human Resources will verify dates of employment and last job title only. When authorized by you, U.S. Nursing will also verify additional information related to salary and financial information on file. Human Resources will process requests for employment verification in the order in which they are received, and will make every effort to complete requests with a five (5) business day lead-time.

A written request for employment verification information must be submitted via mail or fax to Human Resources using the address or fax number found in the Key Contact Information section.

## **HOURS OF OPERATION & EMERGENCY CONTACT**

The Company's Corporate Office is open from 7:30 A.M. to 5:00 P.M. Mountain Time from Monday through Friday. The Corporate Office can be reached at (800) 736-8773.

For emergency situations, which occur outside normal business hours, a recording will direct you to the appropriate party for your circumstances. Please remember, contacting the on-call resource is reserved for emergency situations only. When contacting the on-call resource, they will ask you qualifying questions to determine whether or not your issue is an emergency that cannot wait until the next business day. If your issue is not deemed to be an emergency, you should contact your U.S. Nursing Representative with any concerns you may have. The following are what can be dealt with outside of normal business hours: you need a flight to your assignment or you do not have housing accommodations arranged for your assignment. Pay issues or attendance issues will be dealt with on the next business day.

## **INSPECTION & SEARCHES**

To safeguard employee and Company property and the property of our clients, the Company and its clients reserve the right to question and inspect Healthcare professionals and other persons entering and leaving their premises. Entry into the client facility constitutes your consent to search or inspection based on the client's policy. Cooperation with inspections and/or searches with client facilities is required as a condition of employment with the Company. This process includes the inspection of items such as packages, parcels, purses, handbags, briefcases, backpacks, lunch boxes, or other possessions or articles carried to and from the client's premises. Inspections may be conducted at any time at the discretion of the Company or the client.

A client-initiated search does not necessarily imply an accusation of theft or that a Healthcare professional has broken a rule.

## **PERSONNEL RECORDS**

Personnel records are the property of the Company, and access to the information contained in personnel records is restricted. Personal information obtained about you is carefully protected and shared only with those who have a legitimate need for it, including client facilities to which you are assigned. Company personnel who have a legitimate reason to review records are permitted to do so. The Company will respond to employee requests for personnel records pursuant to applicable state law.

You are responsible for updating your personal information with the Company. If any of the following information changes, promptly make updates by logging into the Portal, or notifying your U.S. Nursing Representative or other appropriate U.S. Nursing department.

1. Name
2. Address
3. Phone Number
4. Marital Status
5. Emergency Contact
6. Dependents
7. Exemptions for Tax Withholding

## **SAFETY**

Both the Company and its clients seek to provide a safe and healthy work environment. Safety is a cooperative effort; the biggest single factor in ensuring employee safety on the job is practicing safe work habits. Accordingly, any unsafe practices or conditions must be immediately reported to your on-site supervisor and your U.S. Nursing Representative. All Healthcare professionals should use common sense to avoid accidents and injuries, and should pay attention to all safety rules and practices at client facilities.

If you are required to drive as part of an assignment, you must have a current driver's license and minimum auto liability insurance coverage, as determined by the state in which your personal vehicle is registered.

## **SMOKING AND TOBACCO FREE WORKPLACE**

Providing a safe and healthy work environment for all employees depends in part on the thoughtfulness and cooperation of smokers and non-smokers. Healthcare professionals must familiarize themselves with, and abide by, client facility's policies concerning the use of all tobacco products.

## **SOCIAL MEDIA GUIDELINES**

The Company provides the following guidelines for use of, or participation in, social and professional network sites, blogs, and other forms of social media.

As a Healthcare professional, you join a prestigious community of experienced professionals known to hit the ground running to provide high-quality patient care in urgent and crucial situations. As such, we encourage you to consider how you represent this community of healthcare professionals in all of your interactions with hospitals, patients and even on social media.

This policy is intended to protect the confidential and proprietary information of the Company, the client facilities and patients and the professional reputation of the Company and client facilities; to ensure that communications or postings on social media associated with the Company and client facilities are respectful and honest, and not maliciously false, obscene, threatening, or discriminatory; and to ensure that the IT resources and communications systems of the Company and the client facilities are used appropriately. This policy is not intended to restrict communications or actions protected or required by federal, state or local law.

You must consider the following guidelines in using social media, specifically as it pertains to any post related to the assignment or hospital that you are working in.

The following guidelines apply generally to your use of social media at any time:

- While a great forum for sharing experiences, social media is not the best avenue for sharing grievances that should be resolved with your U.S. Nursing Representative or the hospital directly. Consider giving your partners a chance to resolve your issue before sharing it in a public forum.
- HIPAA laws apply to patient confidentiality on social media. There is never an exception to posting a patient's information on social media. Healthcare professionals are expected to protect patients' confidential information and to comply with HIPAA in all circumstances, including social media postings.

- The Company’s social media team replies to questions and comments on the Company’s official social media accounts. We welcome you to participate in the conversation, however, please do not imply that you are authorized to speak as a representative of the Company or use the Company’s logo in a way that could give the impression that you are speaking for the Company. This also applies for the facility in which you are working, so be careful not to imply that you are an official representative of the client facility.
- All Company policies, rules and guidelines apply to social media activities, including but not limited to policies regarding harassment and discrimination. Employees are also cautioned to observe all applicable laws in their use of social media.

Healthcare professionals must report any perceived violations of this policy immediately to their U.S. Nursing Representatives or Human Resources.

Unless you are authorized to do so, your use of Social Media is prohibited during working time. Working time does not include your authorized lunch or break periods, or time before or after work.

### **DISTRIBUTION OF LITERATURE**

Healthcare professionals are not permitted to solicit fellow Company employees, client facility employees, patients, facility visitors, or anyone on client premises for any purpose during working time or to distribute printed materials in working areas during working time. Solicitation for purposes of this provision includes, but is not limited to, a request for contributions, offering items for sale, posting notices, circulating a petition, asking an employee to join or become a member of an organization or group, or asking for support for a political candidate. Working time is defined as time you are engaged, or should be engaged, in performing your work tasks. Working time does not include meal and rest breaks or time before or after work. Nothing in this policy is intended to prohibit employees from discussing the terms and conditions of their employment

At all times, you are prohibited from soliciting clients, or employees and patients of clients, for school fundraisers, children's groups, religious organizations, non-profit organizations, etc., or for any purpose outside of legitimate Company business. You also are prohibited from distributing, circulating, or posting notices or other written material of any kind during working time or in working areas of the client’s premises, except for materials related to Company services.

### **SUBSTANCE ABUSE POLICY**

Both the Company and its clients seek to provide a safe, healthy, and productive work environment for all employees, free from the effects of drugs and alcohol. You may not report to work or perform work while impaired by alcohol, illegal drugs, or prescription medications. This includes marijuana, regardless of marijuana’s legal status in the state(s) where you are working.

The manufacture, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on client facility premises is strictly prohibited. These activities constitute serious violations of Company rules, jeopardize the Company, and potentially create situations that are unsafe or that substantially interfere with job performance and patient care. Additionally, the Company reserves the right to require an employee to undergo a medical evaluation under appropriate circumstances.

Testing for substances is an important element in the Company’s efforts to provide a safe and

productive work environment for all employees. The Company's Drug and Alcohol policy outlines the expectations of our program. Please refer to this separate statement, Human Resources, or your U.S. Nursing Representative if you have specific questions.

## **WORKERS COMPENSATION**

If you are injured on the job, you must immediately report the injury to your on-site supervisor and your U.S. Nursing Representative or Clinical Services Manager, and the Company's Workers' Compensation carrier, Gallagher Bassett, at (888) 876-7764. You must report all work-related injuries as soon as reasonably possible and within 24 hours to Gallagher Bassett in order to be eligible for Workers' Compensation. If medical treatment for an on-the-job injury is needed, it must be obtained from one of the Workers' Compensation carrier's designated physicians. If treatment is obtained from a non-designated physician, you may be responsible for the cost of treatment.

## **WORKPLACE VIOLENCE PREVENTION**

The Company does not condone any criminal conduct, intimidation, threats, or acts of violence against its employees or clients at any time. This prohibition includes, but is not limited to, intimidating, threatening, or hostile behaviors, physical abuse, vandalism, arson, sabotage, and use of weapons or carrying weapons on Company property or client property (to the full extent allowed by state and local law), or any other act, which, in management's opinion, is a danger to the workplace. You are responsible for reporting instances of workplace violence to your on-site facility supervisor and to your U.S. Nursing Representative. In addition, bizarre or offensive comments regarding violent events and/or behavior are not tolerated. You must directly contact your supervisor and/or proper law enforcement authorities if you believe there is a serious threat to the safety and health of yourself or others.

## **PATIENT CARE AND PATIENT SAFETY**

### **CLINICAL REPORTING**

The Company is dedicated to providing clients and patients with the highest level of professional care. You are required to report any unexpected patient incidents related to patient care or treatment, even if there is no adverse patient outcome. This includes errors, safety hazards, injuries, and sentinel events. When you become aware of a clinical incident, you must complete and submit a Clinical Incident Report Form, which can be found on the Portal.

If you have a concern about the quality of patient care or any other serious concern regarding the facility where you are working, the Joint Commission encourages you to share those concerns with them. You may do so at: <http://jcwebnoc.jcaho.org/QMSInternet/IncidentEntry.aspx>.

It is the Joint Commission's policy to treat your name as confidential information and to not disclose it to any other party. However, it may be necessary to share the complaint with the subject organization in the course of a complaint investigation. Joint Commission policy forbids accredited organizations from taking retaliatory actions against employees for having reported quality of care concerns to the Joint Commission.

## **COMPANY AND HOSPITAL CONSUMER ASSESSMENT OF HEALTHCARE PROVIDERS AND SYSTEMS (HCAHPS)**

As a caregiver in a hospital setting, you are likely aware of the surveys that your patients are asked to complete, related to their overall hospital stay. Included in this survey are questions regarding responsiveness from and communications with the nursing staff. Feedback obtained from these surveys is taken seriously by hospital managers and administration, as everything from hospital reputation to federal reimbursement depends upon these survey results. This means that being an exceptional clinician is only one part of the client's expectation of you. The other expectation is one of exceptional customer service. Your performance evaluation is likely to be a reflection of both.

Be aware of the eight dimensions on which the patient population is rating the client facility and the experience from hospital caregivers:

- Nurse Communication
- Doctor Communication
- Cleanliness and Quietness
- Responsiveness of Hospital Staff
- Pain Management
- Communication about Medications
- Discharge Information
- Overall Rating

### **OVERVIEW OF THE HCAHPS HOSPITAL SURVEY**

The purpose of HCAHPS is to uniformly measure and publicly report patients' perspectives on their inpatient care. While many hospitals collect information on patients' satisfaction with care, there is currently no national standard for collecting this information that would yield valid comparisons across all hospitals. HCAHPS represents the first national standard for the collection of information on patients' perspectives about their inpatient care.

Three broad goals have shaped the HCAHPS survey:

- First, the survey is designed to produce comparable data on patients' perspectives of care that allows objective and meaningful comparisons between hospitals on domains that are important to consumers.
- Second, public reporting of the survey results is designed to create incentives for hospitals to improve their quality of care.
- Third, public reporting will serve to enhance public accountability in health care by increasing the transparency of the quality of hospital care provided in return for the public investment.

The HCAHPS project has taken substantial steps to assure that the survey is credible, useful, and practical. This methodology and the information it generates is made available to the public. For more information please visit: <http://www.hcahpsonline.org/home.aspx>.

### **PATIENT SAFETY**

As the healthcare system grows more complex and medical advancements rapidly increase, patient safety is at the heart of what we do. The Company's Healthcare professionals are caregivers who aim for the goal to "do no harm."

### **Event types**

Consistent understanding of event types is critical to enhance patient safety—patient safety event, adverse event, no harm event, and sentinel event categorize the nature and severity of potential adverse patient outcomes. These terms also identify opportunities for proactively increasing patient safety.

Sentinel events are a subcategory of adverse events and represent the most significant level of patient harm, resulting in death or unanticipated major loss of function.

Additionally, egregious acts such as suicide, abduction and acts of violence can be categorized as sentinel in nature and subject to review by The Joint Commission.

### **Root cause analysis**

Root cause analysis (RCA) is a structured method used to analyze the cause and effect of serious adverse events. RCA is now widely deployed as an error analysis tool in health care with the intent to prevent and/or reduce further events through a systemic review of processes and human and system factors. Subsequently, action planning with accountability are developed and implemented to increase awareness and drive down probability for future like events.

### **No-blame culture**

A no-blame culture has proven to be the most effective in identifying potential and actual patient safety risks. Encouraging employees to speak openly about actual or near misses will provide transparency to threats and create a culture of safety.

## **State and/or Local Requirements**

It is your responsibility to stay up-to-date on and comply with the Handbook's terms, conditions, notices, and changes, including, but not limited to, updates in state-specific addenda found at <https://myportal.fastaff.com/mydashboard/forms-resources>

# DISCRIMINATION/HARASSMENT/RETALIATION COMPLAINT FORM

*Instructions:* [Employer Name], together with its subsidiaries and affiliates, (collectively, the “Company”) is committed to providing a work environment free from discrimination, harassment and retaliation. The Company’s Harassment and Discrimination Policy outlines the Company’s prohibitions against discrimination, harassment and retaliation.

This policy provides procedures to report prohibited conduct. One option for reporting discrimination, harassment or retaliation is to complete this form and provide it to a Human Resources Business Partner. You are not required to use this form to file a complaint. However, you should read and be aware of the Company’s reporting procedures, whether you choose to use this form or not.

Any employee can report discrimination, harassment and retaliation, whether as a victim or a witness. Regardless of your experience with the discrimination, harassment or retaliation, it is important to be as specific as possible in your complaint so that the Company can fully investigate the conduct and take prompt corrective action, as necessary. Include all known information about the complaint, including the identity of any witnesses with knowledge of the allegations or offenses and any other known evidence related to the complaint. You are not limited to the space provided. The Company encourages you to attach any additional materials that may assist us in investigating the claim.

To investigate the complaint, the Company may need to interview you, those subject to the alleged discrimination, harassment or retaliation (if not yourself), the alleged offender(s) and any known witnesses. However, the Company will notify all individuals involved that the investigation is confidential to the extent permitted by law and make clear that unauthorized disclosures could result in disciplinary action. The Company will also remind all individuals involved in the investigation that the Company’s Harassment and Discrimination Policy prohibits any retaliation or adverse action against any employee making a report of alleged harassment, discrimination, or other improper workplace conduct in good faith, or who cooperates in the investigation of such reports.

**Employee Name:** \_\_\_\_\_

**Employee Title:** \_\_\_\_\_

**Supervisor or Manager Name:** \_\_\_\_\_

**Supervisor or Manager Title:** \_\_\_\_\_

**Today’s Date:** \_\_\_\_\_

**[Incident Date/Period of Ongoing Incidents]:** \_\_\_\_\_

**Incident Time (if a single incident):**  
\_\_\_\_\_

**Incident Location (if a single incident):** \_\_\_\_\_



Identify the individual(s) who participated in discrimination, harassment or retaliation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify the individual(s) subject to the alleged discrimination, harassment or retaliation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify (to the best of your knowledge) when the discrimination, harassment or retaliation occurred. If it occurred over a period of time or continues to occur, identify that period of time: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify why you believe the discrimination, harassment, or retaliation occurred: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe in detail the facts that form the basis of this complaint (attach additional sheets of paper if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has anyone else witnessed the alleged conduct? To the best of your knowledge, please identify those individuals and describe their scope of knowledge of the alleged conduct: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you aware of any other evidence of the alleged conduct (for example, documents, emails, videotapes, audiotapes, or other records or materials that substantiate your complaint)? To the best of your knowledge, please identify and describe any and all existing evidence and attach any and all existing evidence in your possession to this complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Did you take any action to try to stop the alleged conduct? If so, please describe the action you took and what resulted: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you previously reported or complained about the alleged conduct or any other discrimination, harassment or retaliation while employed at the Company? If so, please identify the person you reported the conduct to, the date of the report and the resolution: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How would you like to see the situation resolved? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I acknowledge that I have read and understand the above information. I certify that to the best of my knowledge, the information I have provided on this form is accurate. I am willing to fully cooperate in this investigation.

Employee Signature: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature of Human Resources Business Partner Reviewing Complaint: \_\_\_\_\_

Date: \_\_\_\_\_