

# **INDEPENDENT HEALTHCARE EMPLOYEE HANDBOOK**

## **POLICY AND PROCEDURE MANUAL**

### **A. IMPORTANT NOTICE – PLEASE READ**

*Revised 8/1/2008*

All policies, procedures and benefits described in this Employee Handbook exist solely at the discretion of Independent Healthcare Staffing (“Company”). The Company reserves the right to modify, suspend, or eliminate any, all, or any part, of these policies, procedures and benefits. Any disputed question arising from this Handbook, including questions of construction and interpretation will be determined by the Company’s President and or Vice President and those determinations are and will be final, binding and conclusive. Changes to any of these policies, procedures or benefits will be communicated to INDEPENDENT HEALTHCARE STAFFING employees through standard communication channels.

Neither the language used in this Handbook, nor any oral statement or assurance is intended to create, nor are they to be construed to constitute, a contract or guarantee of employment, or a guarantee of any particular number of assigned hours.

Employment at INDEPENDENT HEALTHCARE STAFFING is voluntary and “at-will” meaning that all employees and the Company have the right to terminate the employment relationship at any time, with or without notice or cause. Changes in compensation, location, job duties, level of employment, number of hours worked or assigned, or other changes do not modify the right of employees or the Company to terminate the employment relationship at any time, with or without notice or cause. Please refer to your contractual obligations outlining your assignment commitments.

Only an authorized officer of the Company has authority to enter into, or make any promises or commitments on behalf of, the Company, including with respect to employment matters. No other employee or representative of INDEPENDENT HEALTHCARE STAFFING has such authority. In addition, any agreement concerning employment by INDEPENDENT HEALTHCARE STAFFING shall not be enforceable unless it is in writing and signed by both an authorized officer of INDEPENDENT HEALTHCARE STAFFING and the employee.

The provisions contained in this Handbook supersede any and all Company policies, procedures, benefits, understandings and agreements, whether written or oral, regarding the subject matter of this Handbook.

References to “you”, “your” and the like are references to INDEPENDENT HEALTHCARE STAFFING employees and references to “we”, “our” and the like are references to INDEPENDENT HEALTHCARE STAFFING.

You will also need to carefully read this handbook, and the acknowledgement page at the end of this Handbook; sign the duplicate acknowledgement page included and return the duplicate page to us. Also please provide the emergency contact information on the back of the acknowledgement page. This page is kept in your file as part of your required documentation.

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## **ABSENCE REPORTING POLICY**

If any Employee anticipates an absence from work, the Employee should report his or her anticipated absence immediately. Corporate Office Staff should report the absence to his or her supervisor and Temporary Employees should report the absence to his or her Client Facility Supervisor and the Office Manager or Recruiter at INDEPENDENT HEALTHCARE STAFFING.

## **ACCESS TO PERSONNEL FILES**

INDEPENDENT HEALTHCARE STAFFING maintains a personnel file on each Employee. The personnel file includes, among other things, the Employee's job application, resume, records of training, performance evaluations, various credentials, immunizations, etc.

Personnel files are the property of INDEPENDENT HEALTHCARE STAFFING, and access by others to the information they contain is restricted. Generally, only authorized personnel, management of INDEPENDENT HEALTHCARE STAFFING or Client Facilities may review information in Employee personnel files if there is a legitimate reason to do so. It may be necessary from time to time to provide access to persons outside INDEPENDENT HEALTHCARE STAFFING or a Client Facility in response to a request from a government agency, subpoena, court order, JCAHO audit or the like; however, INDEPENDENT HEALTHCARE STAFFING will attempt to protect the privacy of Employees as much as is reasonably possible in those situations.

You may review your personnel file in the INDEPENDENT HEALTHCARE STAFFING business office located at 11709 Fruehauf Dr. Ste. 117, Charlotte, NC 28273 in the presence of an authorized representative of INDEPENDENT HEALTHCARE STAFFING. Employees out of the State of North Carolina may make special arrangements with INDEPENDENT HEALTHCARE STAFFING to review their file.

## **ACCOMMODATION OF INDIVIDUALS WITH DISABILITIES**

Qualified individuals with a disability may make a request for reasonable accommodation to the President or Vice President of the Company. On receipt of an accommodation request, the President or Vice President will contact the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential reasonable accommodation that the Company might make to help overcome those limitations.

The President or Vice President, in conjunction with appropriate representatives of the Client Facility, if applicable, identified as having a need to know will determine the feasibility of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the Company's and the Client Facility's overall financial resources and organization, and the accommodation's impact on the operation of the Company and/or the Client Facility, including ability to conduct business, and the ability of other employees to perform their duties.

The President or Vice President will inform the requesting individual of the Company's decision on the accommodation request or on how to make a reasonable accommodation.

## **ADULT/CHILD ABUSE AND DOMESTIC VIOLENCE REPORTING REQUIREMENTS**

### **1. FOR CHILD ABUSE**

Any employee who has knowledge of or observes a child in his/her professional capacity or within the scope of his/her employment who he/she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

### **2. FOR DEPENDENT ADULT ABUSE**

Any employee who in his/her professional capacity or within the scope of his/her employment, either has observed an incident that reasonably appears to be physical abuse, has observed a physical injury where the nature of the injury, the location on the body or the repetition of the injury, clearly indicates that physical abuse has occurred, or is told by an elder or dependent adult that he/she has experienced behavior constituting physical abuse, shall report the known or suspected instance of physical abuse either to the long-term care ombudsman coordinator or to a local law enforcement agency when the physical abuse is alleged to have occurred in a long-term care facility or to either the County Adult Protective Services Agency or to a local law enforcement agency when the physical abuse is alleged to have occurred anywhere else, immediately or as soon as possible by telephone and shall prepare and send a written report thereof within 36 hours.

### **3. FOR DOMESTIC VIOLENCE**

Any employee, who in his/her professional capacity or within the scope of his/her employment, who has knowledge of or has observed domestic violence or injuries caused by a deadly weapon, or whom he/she knows or reasonably suspects has been the victim of domestic violence, shall report the known or suspected instance of domestic violence to the appropriate police/sheriff's department and to Adult Protective Services immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. Your supervisor and Medical Center Administration should be notified whenever you believe that you may be required to report child or dependent adult abuse or domestic violence. In addition, often several hospital employees and medical staff members will learn about the same instance of abuse or domestic violence. The patient's attending physician shall be responsible for making reports or identifying the member of the health care team who shall assume this responsibility. If you have any questions regarding this material or your reporting obligations, ask your supervisor or contact Medical Center Administration.

### **ADVANCE PAY**

Paychecks will not be issued to Employees before the regularly scheduled payday and time.

### **AIR TRANSPORTATION**

Air transportation is typically not handled through INDEPENDENT HEALTHCARE STAFFING. If you choose air transportation, your travel pay stated on your Agreement can be applied toward your airfare. The Company's President or Vice President must approve any deviation from this policy in advance and will do so only in exceptional circumstances. Reservations should be made 15 days in advance.

### **BREAK PERIODS**

Generally, any Temporary (only) employee who has worked five or more consecutive hours is entitled to a thirty-minute meal break. If an Employee is unable to take the designated break because of constraints imposed by his or her duties, the Employee should write "no meal" across the top of the In/Out section of the Time Sheet and INDEPENDENT HEALTHCARE STAFFING will pay the Employee for the 30-minute break. Unless otherwise noted on the Time Sheet, it is assumed that a meal break was taken, and the Employee is not paid for the 30-minute break. If an Employee takes a second 30-minute break because the Employee has worked a shift that lasts longer than 10 hours, or otherwise, the Employee should indicate the second meal break on his or her Time Sheet. Temporary employees may also be provided rest breaks during their workday and the Client facility that you are assigned to rules apply. You may not leave work early to compensate for missed break time. Corporate Office Staff are entitled to a one-hour lunch break daily.

### **BULLETINS**

From time to time INDEPENDENT HEALTHCARE STAFFING may advise you of specific policies or procedures through Employee bulletins and/or memorandums (usually included along with your payroll stub). You will be expected to adhere to these as though they were a part of this Handbook and should keep the bulletins and memorandums with your copy of the Handbook until the Handbook is formally updated to reflect any additions or changes.

## **CALL BACK/ON-CALL TIME; PREMIUM ON-CALL SHIFT PAY**

### **1. CLIENT FACILITY ON-CALL POLICY**

Temporary Employees required to be “on-call” by a Client Facility will be paid for each hour they are on-call and for each hour they work while on-call at the rates specified in the applicable INDEPENDENT HEALTHCARE STAFFING Services Agreement. Some government client facilities do not grant On-Call pay; however, they do increase hourly pay rates to compensate for on-call status.

### **2. INDEPENDENT HEALTHCARE STAFFING ON-CALL POLICY**

INDEPENDENT HEALTHCARE STAFFING also maintains its own, voluntary on-call schedule, which is available by contacting our business office, to assist INDEPENDENT HEALTHCARE STAFFING in filling Client Facility requests for staffing received by INDEPENDENT HEALTHCARE STAFFING on short notice and for Temporary Employee emergencies. Corporate Office Staff rotating to INDEPENDENT HEALTHCARE STAFFING’ on-call schedule must commit to responding to any Client Facility or Temporary Employee while on-call, and be available by telephone (emergency pager provided by INDEPENDENT HEALTHCARE STAFFING and rotated between on-call employees). Employees must provide current contact information to INDEPENDENT HEALTHCARE STAFFING at all times while on call.

## **CANDIDATE REFERRAL PROGRAM**

Our “candidate referral program” is a valuable recruiting tool and builds goodwill among our Temporary Employees. We consider our “candidate referral program” to be an excellent source for locating qualified prospective employees. INDEPENDENT HEALTHCARE STAFFING will pay Temporary Employees or others who refer a prospective employee to us a referral fee if the individual is hired and certain other conditions are met. Corporate Office Staff do not qualify for referral bonuses.

Following are the proper procedures to qualify for a referral fee:

1. A INDEPENDENT HEALTHCARE STAFFING referral form (available online at [www.independenthealthcarestaffing.com](http://www.independenthealthcarestaffing.com) and per request from INDEPENDENT HEALTHCARE STAFFING main office) must be filled out completely by the referring individual and submitted to our business office prior to the potential candidate’s contact with INDEPENDENT HEALTHCARE STAFFING for employment.
2. Our Recruitment office will follow-up on the referral by contacting the candidate and, if applicable, processing the candidate’s employment application. If a referred candidate does not complete the application process within 90 days from the date he or she is referred to INDEPENDENT HEALTHCARE STAFFING, the referring individual will not qualify for the bonus.
3. After the referred candidate becomes an Employee of INDEPENDENT HEALTHCARE STAFFING and works one 13-week contract, a referral fee of \$250 (gross pay) will be paid directly to the referring individual.
4. All referral bonuses will be paid based on the above criteria being met.



## **CAR RENTAL**

On some assignments, a car rental allowance may be applicable. This will be stated on the assignment Service Agreement. To receive a car rental allowance, you must agree to pay terms covered in your assignment Service Agreement. You must rent the car. Any car rental allowance may be used for that purpose. You must also bring your insurance policy showing collision coverage in order to waive the collision fee by the rental agency. INDEPENDENT HEALTHCARE STAFFING will not rent a car for your use. INDEPENDENT HEALTHCARE STAFFING will not cover the liability insurance. INDEPENDENT HEALTHCARE STAFFING will not be responsible for collision fees associated with rental cars or other charges incurred outside of the terms established on your contractual agreement.

## **CLIENT SATISFACTION EVALUATION**

To continuously monitor the perception of quality of services that INDEPENDENT HEALTHCARE STAFFING provides to our clients, client satisfaction evaluations will be performed annually using the Client Satisfaction Evaluation form.

After results are collected by the Hospital Coordinators, management and New Business Development personnel will review results and resolution for improvements will be discussed along with plans to implement improvements that will be made.

## **CLINICAL COMPETENCE / RESPONSIBILITIES**

INDEPENDENT HEALTHCARE STAFFING Responsibility: It is the responsibility of INDEPENDENT HEALTHCARE STAFFING to monitor job performance through employee evaluation and with written and verbal communications with the client facilities, past and current. This is performed to measure clinical competence required to perform job responsibilities. INDEPENDENT HEALTHCARE STAFFING will communicate with client during and upon completion of orientation to assess techniques, procedures, and age specific skills that are needed to provide appropriate care and services.

INDEPENDENT HEALTHCARE STAFFING will not attempt to diagnose the nature of an employee's problem, but will be alert to changes in behavior and will observe and document problems related to job performance and safety. A consultation with the President, Vice President, and or Director of Nursing will be conducted if concerns are raised relating to patient safety.

If concerns arise relating to aberrant or illegal behavioral, including but not limited to impairment issues, INDEPENDENT HEALTHCARE STAFFING will report such behavior to professional board(s) and law enforcement agencies immediately and to JCAHO on an annual basis.

Employee Responsibility: It is the responsibility of INDEPENDENT HEALTHCARE STAFFING employees to maintain an acceptable standard of job performance regardless of the underlying cause or circumstances.

If employee is unable or unwilling to improve unsatisfactory job performance or behavior, corrective action will result up to and including discharge.

## **COMPLAINTS**

All formal complaints must be reported to INDEPENDENT HEALTHCARE STAFFING immediately. Contact your INDEPENDENT HEALTHCARE STAFFING Recruiter and they will forward you a Compliant Form and have you complete a Complaint Report, in writing. This information will be reviewed by management, investigated (if necessary) and a resolution will be sought **immediately**. No Regular or Temporary INDEPENDENT HEALTHCARE STAFFING employee will be subjected to coercion, discrimination, reprisal, or unreasonable interruption of services for voicing complaints or recommending changes. We welcome your comments, openly, at any time. All common problems can be reported to your Recruiter at any time. We will do our best to accommodate you.

## **CONFIDENTIALITY AND NON-COMPETE**

INDEPENDENT HEALTHCARE STAFFING considers information concerning the Company, including but not limited to, financial and operational information, salary and benefits information and information concerning INDEPENDENT HEALTHCARE STAFFING' policies and procedures, to be confidential and of great economic value to INDEPENDENT HEALTHCARE STAFFING. Unauthorized disclosure of this information could cause serious harm to INDEPENDENT HEALTHCARE STAFFING. Therefore, the employee should be aware that legal action will be taken to the fullest extent allowable by law against anyone who causes loss, financial or otherwise, to INDEPENDENT HEALTHCARE STAFFING by violation of this policy.

## **CONFLICT OF INSTRUCTIONS**

Should there be any conflict between instructions received from INDEPENDENT HEALTHCARE STAFFING and instructions received from a Client Facility, you should contact your INDEPENDENT HEALTHCARE STAFFING Recruiter immediately. The same action also applies to any instance(s) where you are requested to float to a unit where you believe you are not competent or oriented. INDEPENDENT HEALTHCARE STAFFING will contact the Client.

## **CONFLICT OF INTEREST**

The purpose of the conflict of interest policy is to protect the best interest of Independent Healthcare Staffing Medical Staffing when it is contemplating entering into an agreement or arrangement that may benefit the private interest of an officer, director or employee of the company. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest. If an INDEPENDENT HEALTHCARE STAFFING Officer/Director/Employee is an interested person (with respect to any entity in a healthcare system that the company serves and the Officer/Director/Employee can accomplish financial gain), he or she is an interested person with respect to all entities in the said healthcare system. If the board of Investors has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the response of the member and making such

further investigation as may be warranted in the circumstances, the board determines that the member has in fact failed an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action up to termination of employment.

## **DISCHARGE**

This is involuntary employment termination (with or without cause) of an employee, whom the company wishes to remove from his or her position.

## **DRUG & ALCOHOL FREE WORKPLACE POLICY**

The purpose of this policy is to ensure that INDEPENDENT HEALTHCARE STAFFING maintains a drug and alcohol free workplace and workforce in accordance with the provisions of federal and state laws. Our goal is to balance our respect for individual privacy with our need to ensure a safe, productive, drug-free work environment and to comply with federal regulations. With this goal in mind, INDEPENDENT HEALTHCARE STAFFING has established this policy of zero tolerance.

### **1. DRUG POLICY**

Under this policy, Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of controlled substances as defined by Section 5157 of the Drug-Free Workplace Act of 1988, during working hours or on INDEPENDENT HEALTHCARE STAFFING premises, Client Facility premises or other work sites where employees of INDEPENDENT HEALTHCARE STAFFING may be assigned (“the workplace”).

Employees are expected and required to report for work in appropriate mental and physical condition. Use, possession, or working under the influence of any substances that adversely affect alertness, coordination, decision-making, safety, or job performance will not be tolerated.

As a condition of your employment, you must abide by the terms of this policy, all temporary employees who have direct patient care responsibilities must pass drug screen before being employed and must report any conviction under a criminal drug statute for violations occurring in the workplace to the President of the Company within five days of such conviction. A conviction includes a plea of guilty or “no contest”.

As health care providers, we recognize that substance abuse/addiction is an impairment that threatens the well being of patients, employees, and facilities we serve, our workplace and the community. Employees are provided channels of assistance for substance abuse/addiction problems through an appropriate State Board of Nursing and/or Regulatory Board Authorized Program.

INDEPENDENT HEALTHCARE STAFFING will not discriminate against applicants for employment because of past abuse of alcohol or other drugs including, but not limited to, past positive results obtained in connection with a previous application for employment at INDEPENDENT HEALTHCARE STAFFING. An applicant may reapply six months after a positive results test.

Any Employee of INDEPENDENT HEALTHCARE STAFFING convicted under a criminal drug statute for violations occurring in the workplace, including in a Client Facility, will be terminated from employment.

## **2. ALCOHOL POLICY**

While in the workplace or in a Client Facility, Employees are prohibited from possessing alcoholic beverages, and/or being under the influence of or impaired by alcohol. Employees shall not consume alcohol within eight hours prior to reporting for work or performing service, and must not report for work or perform service under the influence of any amount of alcohol in her/his system. Violations of this policy may result in termination of employment.

## **DRUG AND ALCOHOL TESTING**

INDEPENDENT HEALTHCARE STAFFING performs pre-employment drug testing, and reserves the right to perform reasonable basis drug and alcohol testing and post-accident testing.

Drug and alcohol testing will be conducted by a certified licensed laboratory in accordance with the standards established by applicable State law and the U.S. Department of Health and Human services (DHHS) pursuant to the “Mandatory Guidelines for Federal Workplace Drug Testing Programs,” 59 Fed. Reg.29908, June 9, 1994.

Testing may be conducted for drugs or their metabolites in any or all of the following classifications: Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine, Methadone, Methaqualone, Opiates, Phencyclidine, and Propoxyphene. Other drugs, including alcohol, may also be tested for at the organization’s discretion. INDEPENDENT HEALTHCARE STAFFING requires a urine drug screen unless otherwise requested by the client facility.

Collection and Security of Sample: Collection procedures, including methods for documenting chain of custody, prevention of tampering/adulteration, and proper labeling/handling of specimens, will be followed. All handling and testing will be performed according to the procedures mandated by the Guidelines for Federal Workplace Drug Testing Programs.

## **E-MAIL, VOICE MAIL AND COMPUTER SYSTEMS**

All business equipment, electronic and telephone communication systems, and all communications and stored information transmitted, received, or contained in information systems are the property of the Company or of the respective Client Facilities and are to be used solely for job-related purposes. To the extent Employees use these resources for non-job related purposes, there should be no expectation of personal privacy. To ensure proper use of communications systems and business equipment, the Company may monitor the use by Employees of the Company's systems and equipment from time to time.

The Company strictly prohibits non-job-related use of its software and business equipment, including but not limited to facsimiles, telecopiers, computers, and copy machines. Employees also are prohibited from using codes, accessing files, or retrieving any stored communication without prior clearance from an authorized officer of the Company. No Employee may use a pass code unknown to the Company and the Company reserves the right to override individual passwords or other security techniques. All passwords and codes must be disclosed to the Company in order to facilitate the Company's access to these resources.

The same level of care and professionalism should be used in preparing and transmitting e-mail or voice mail communications as in other writings. It must be remembered that e-mail and voice mail messages may be subject to disclosure in any legal proceedings.

Confidential or proprietary information should not be transmitted using e-mail or voice mail without taking reasonable measures to protect its confidentiality and integrity.

E-mail, voice mail, the internet and any other electronic information resource may not be used for illegal activities or in any way which would be considered disruptive or offensive to others, or otherwise harmful to the working environment or in contradiction to INDEPENDENT HEALTHCARE STAFFING' policy of any type. Such prohibited communications include, for example, sexually explicit or implicit or obscene images, jokes, cartoons, and messages, or anything that may be construed as harassment or disparagement based on race, color, national origin, religion, sex, age, disability, military status or other basis protected by law.

Email, voice mail, internet access and any other electronic resource must not be used to advocate, further, or otherwise support any non-company business activities.

Employees are prohibited from accessing or attempting to access the e-mail, voice mail, Internet mail, or other electronic file of other employees without prior authorization from an authorized officer of the Company.

## **EDUCATION REIMBURSEMENT**

The purpose of INDEPENDENT HEALTHCARE STAFFING' education policy is to provide an opportunity for INDEPENDENT HEALTHCARE STAFFING Employees to obtain continuing education on relevant issues. Full-time Regular and Temporary Employees who request financial reimbursement for "elective education" will be reimbursed based on a case-by-case basis, at the sole discretion of INDEPENDENT HEALTHCARE STAFFING' President and or Vice President. INDEPENDENT HEALTHCARE STAFFING will fully reimburse up to three CEU courses yearly. In all cases, reimbursement is subject to approval by INDEPENDENT HEALTHCARE STAFFING and proof of completion. To receive the reimbursement, submit an Expense report with a copy of the paid receipt, proof of completion and details on the class/training received.

INDEPENDENT HEALTHCARE STAFFING works with Hospitals and training facilities in the area where the employee is located to find classes that enable the employee to keep updated on CEU's, required certifications, and licenses. We track when your certifications and licenses will expire and work with you to get required training prior to any expiration dates.

If nursing/allied health personnel fails to complete mandatory training, they are placed on an inactive list pending documentation of training completion. The Nurse or Allied Health professional will not be placed in a facility until the documentation is up to date; Furthermore, payroll may be suspended until proof of license/certification is supplied to INDEPENDENT HEALTHCARE STAFFING.

## **EMERGENCY MANAGEMENT**

In the event of widespread emergency situations or disasters, contact our toll free number at 800-536-3001. The message will leave detailed instructions for you. You should expect a phone call from an INDEPENDENT HEALTHCARE STAFFING Emergency Management Team member to instruct you on what to do, based on the event.

## **EMPLOYEE BUSINESS EXPENSES**

Necessary and reasonable business expenses incurred by Corporate Office Staff in the course of performing assigned duties on behalf of the Company are reimbursable at the sole discretion of the Company. To the extent practicable, all anticipated expenses must be requested in writing and pre-approved by the Company. In order for an item to be tax deductible for the Company and not considered taxable income to the Employee, expense forms supported by receipts must be accurately and completely reported to the Company's President. A receipt must be attached to support all items; otherwise, the reimbursement will be denied.

## **EMPLOYEE REQUEST TO RETEST (Substance Abuse)**

Not later than 60 days after receipt of a confirmed and verified positive test result, an employee may request in writing that a sample of the specimen be provided to the original or another certified laboratory for retesting. The employee will pay all costs associated with the additional test.

## **EMPLOYMENT AT-WILL**

All employment with INDEPENDENT HEALTHCARE STAFFING is "at-will". This means that an Employee or INDEPENDENT HEALTHCARE STAFFING may terminate the employment relationship at any time with or without cause or prior notice. No policy contained in this Handbook is intended to change or can be interpreted to change the at-will employment status of our Employees.

Authorized officers of the Company are the only persons who have the authority to make any promise concerning, or to enter into any contract or agreement for, employment with INDEPENDENT HEALTHCARE STAFFING.

## **EMPLOYMENT BENEFITS**

INDEPENDENT HEALTHCARE STAFFING full-time Employees are entitled to Company benefits and are dependent upon and affected by, among other things, your hire date. INDEPENDENT HEALTHCARE STAFFING will pay for employee(s) medical benefit coverage. All other dependents covered in your plan, at your discretion, will be paid by the employee. INDEPENDENT HEALTHCARE STAFFING has adopted the following policies with respect to determining employment classifications for benefits purposes.

- Full-time Corporate Office Staff and Temporary Employees are entitled to receive the maximum level of paid benefits offered by the Company, which are effective as of the Employee's hire date.

## **EMPLOYMENT CLASSIFICATIONS**

INDEPENDENT HEALTHCARE STAFFING Employees include employees who work in our business office or in some other administrative capacity (full-time or part-time) and our temporary healthcare providers, who work as assigned to Client Facilities (full-time or part-time). Certain provisions of this Handbook will apply to all of our Employees and certain provisions will apply only to one of the two categories of INDEPENDENT HEALTHCARE STAFFING employees. Employee classifications used by INDEPENDENT HEALTHCARE STAFFING and referenced in this handbook are included below:

### ***A. Corporate Office Staff***

- "Corporate Office Staff" are INDEPENDENT HEALTHCARE STAFFING Employees who are hired to work in our business office or in some other administrative capacity for INDEPENDENT HEALTHCARE STAFFING and who are not Temporary Employees (defined below). They can be full-time or part-time Employees. Whenever the term "Corporate Office Staff" is used in this Handbook, we mean both Full-time Corporate Office Staff and Part-time Corporate Office Staff. Corporate Office Staff can be compensated on either a salaried or hourly basis.

### ***B. Temporary Employees***

- “Temporary Employees” are our healthcare provider Employees who work as assigned to Client Facilities for a minimum of 36 hours per week on a regular basis.

### ***C. Nonexempt vs. Exempt Employees***

- Employees may be either exempt or nonexempt employees.
- Nonexempt employees are employees who must be paid overtime at the rate of time and one-half (i.e., one and one-half times) their regular rate of pay for all hours worked in excess of 40 hours per week, in accordance with applicable federal wage and hour laws. Generally, our Temporary Employees are nonexempt employees.
- Exempt employees are employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed in excess of 40 hours per workweek. Executives, most professional employees, and employees in administrative positions are typically exempt.

## **EQUAL EMPLOYMENT OPPORTUNITY**

INDEPENDENT HEALTHCARE STAFFING offers equal opportunity to all qualified applicants or employees without regard to race, color, religion, age, sex, marital status, veteran status, national origin, disability or any other classifications protected by federal, state, or local law, including sexual orientation. All individuals are recruited, hired, assigned, advanced, compensated and retained on the basis of their performance and treated equally in these and other respects. INDEPENDENT HEALTHCARE STAFFING’ formal Affirmative Action Plan and it’s results are reported yearly with the government.

Any Employee engaging in discriminatory behavior, in violation of this policy, will be subject to disciplinary action up to and including termination of employment.

## **FAMILY AND MEDICAL LEAVE**

Corporate Office Staff who have been employed for one year or more and who have worked at least 1,250 hours in the preceding year may qualify for a maximum of 12 weeks of unpaid leave per year under the Family and Medical Leave Act of 1993 (“FMLA”) for one or more of the following reasons:

- Birth or adoption of a child, or placement of a foster child;
- Care of a spouse, parent or child with a serious health condition; or
- The Employee’s own health care if the Employee has a serious health condition that makes the Employee unable to perform the functions of his or her job.

In such circumstances, the Regular Employee may take up to 12 weeks of unpaid leave and return to the same (or equivalent) position as when the Employee left, as long as the position (or an equivalent one) still exists.



Specifics of INDEPENDENT HEALTHCARE STAFFING' Family and Medical Leave Policy

1. A "year" for FMLA purposes begins on the first day of leave requested under the Act and ends 12 months thereafter.
2. A "serious health condition" includes an illness, impairment, or physical or mental condition involving (1) absence from work, school or other normal activities for more than three calendar days that also involves continuing treatment by (or supervision of) a health care provider; (2) a period of incapacity or treatment connected with in-patient care at a hospital, hospice, or residential medical care facility; (3) continuing care by a licensed health care provider for a long-term or chronic health condition that is incurable or so serious that, if not treated, would result in a period of incapacity of more than three calendar days; or (4) for prenatal care.
3. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement. Some limitations apply if both husband and wife are Employees.
4. If the Employee leaves to care for a seriously ill spouse, child or parent, or takes leave because of the Employee's own serious health condition, the Employee must supply medical certification (for each period of leave) documenting the necessity for such leave. Second and third opinions and periodic re-certifications (at the Company's expense) may be required. Failure to provide required certifications may delay approval or justify denial of leave. Please contact our business office for the certification form.
5. If the purpose of the leave is to care for a seriously ill family member or for the Employee's own care, leave may be taken on an intermittent basis, which means taking leave in blocks of time, or by reducing the Employee's normal weekly or daily work schedule; however, if leave is taken on an intermittent or reduced basis, the Employee must provide medical certification showing the need for such leave, including the expected dates of medical treatments and the planned duration of the treatments. In addition, INDEPENDENT HEALTHCARE STAFFING may transfer the Employee temporarily to an available equivalent position. Intermittent leave and reduced leave schedules are not allowed for birth and adoption of children.
6. Employees will be required to use any accrued vacation leave first during any FMLA leave period. For instance, if an employee has 2 weeks of paid leave available, the employee must use that first and then may have up to 10 weeks of unpaid leave under the FMLA (for a total of 12 weeks maximum).
7. Any absence under workers' compensation or short-term disability of three or more days will automatically be considered FMLA leave.
8. Except for unforeseen medical emergencies, the Employee must provide at least 30 days written notice of the need for FMLA leave. For unforeseen circumstances, the Employee must provide as much notice as is practicable.

The Employee must keep INDEPENDENT HEALTHCARE STAFFING informed in writing of his or her expected return date and make any requests for extensions of leave in writing. Approval of any extensions of leave, likewise, must be in writing.

9. When leave is needed to care for a seriously ill family member or for the Employee's own serious illness, and is for planned medical treatment, INDEPENDENT HEALTHCARE STAFFING requests that the Employee schedule treatment so as not to unduly disrupt INDEPENDENT HEALTHCARE STAFFING' operations.

10. Employees may be required to make periodic reports during FMLA leave regarding their status and intent to return to work.

11. INDEPENDENT HEALTHCARE STAFFING will maintain group health and life insurance coverage for Employees while on FMLA leave whenever such insurance has been provided before the leave and on the same terms as if the Employee had continued to work. Employees should contact our business office before going on leave to make arrangements to pay the Employees' share of any premiums due while on leave. If you fail to return to work at the end of your leave period, INDEPENDENT HEALTHCARE STAFFING may recover from you all amounts it paid to continue your insurance coverage during your leave period unless your continued absence is the result of the continuation, recurrence, or onset of a serious health condition or of other circumstances beyond your control.

12. If leave is taken for the Employee's own serious health condition, the employee must provide written medical certification that the Employee is fit to return to work before returning to work.

13. If an Employee does not return to work from FMLA leave when scheduled, the Employee will be considered to have voluntarily quit his or her job.

14. Unless applicable state or local law requires otherwise, reinstatement will not be guaranteed to any Employee; however, the Company will endeavor to restore an Employee to his or her original job, or to an equivalent job with equivalent pay, benefits and terms and conditions, assuming the position or an equivalent position exists. In addition, the Employee will not lose any benefit that he or she earned or was entitled to before using FMLA leave.

15. Reinstatement following FMLA leave may be denied if leave was fraudulently obtained, if the Employee's position was eliminated or a lay-off occurs during the leave period, if the Employee fails to return to work after using his or her 12 weeks of leave during the leave year, or for any other reason permitted by the law.

16. Accrual of benefits, such as vacation or holiday benefits, will cease during FMLA leave.

17. If an employee's own serious health condition is the result of a work-related injury, the employee's FMLA leave will run concurrently with any leave taken pursuant to the applicable worker's compensation laws.

This policy will be governed by the terms of the FMLA and any related regulations. The federal law has a number of other provisions, including provisions concerning "key" employees. Please contact our business office with any questions.

## **GENERAL STANDARDS**

1. Prospective employees shall cooperate in providing INDEPENDENT HEALTHCARE STAFFING with the information INDEPENDENT HEALTHCARE STAFFING requires in order to obtain a criminal background check and pre-employment drug screening. In addition, Employees shall cooperate with respect to any drug testing "for reasonable basis and post-accident" (defined below) in accordance with INDEPENDENT HEALTHCARE STAFFING' drug-free and alcohol-free workplace policy. INDEPENDENT HEALTHCARE STAFFING will provide the results of any such criminal background check or drug-screening test to Client Facilities upon request by the facility.
2. In addition to observing and complying with the policies and procedures included in this Handbook, Employee will carry out and perform such orders, directions, and policies announced to Employee by INDEPENDENT HEALTHCARE STAFFING from time to time.
3. Employee shall act in a professional manner at all times. "Professional manner" means, but is not limited to, dependability and reliability in arriving for assignments on time and in appropriate dress (no street shoes, appropriately clean scrubs, no black scrubs, etc.) and performing assignments. It also means providing competent, quality healthcare services consistent with the job description for the assigned position in accordance with the Nurse Practice Act and the policies, procedures and protocols of Client Facilities and INDEPENDENT HEALTHCARE STAFFING. Unacceptable conduct will result in disciplinary action, up to and including termination of employment. Unacceptable conduct includes, but is not limited to:
  - a. Failure to appear for, or complete, an assignment
  - b. Performance resulting in complaints from any Client Facility
  - c. Chronic tardiness
  - d. An unacceptable number of cancellations or late cancellations, as determined in the sole discretion of INDEPENDENT HEALTHCARE STAFFING
  - e. Non-compliance with INDEPENDENT HEALTHCARE STAFFING' drug-free and alcohol-free workplace policy
  - f. Insubordination
  - g. Sleeping while on assignment
  - h. Failure to provide the required documentation set forth in this Handbook

- i. Falsification of records
- j. Failure to follow Occupational Health and Safety standards, including Universal Precautions
- k. Any offensive behavior or actions on client premises that misrepresent INDEPENDENT HEALTHCARE STAFFING.

4. Temporary Employees are prohibited from soliciting or recruiting for employment with INDEPENDENT HEALTHCARE STAFFING, the staff of any Client Facility to which he or she is assigned. Any solicitation or recruitment activities may result in immediate termination of employment. If an Employee is solicited or employed by a Client Facility, within one year of the last date employed at that facility through INDEPENDENT HEALTHCARE STAFFING, INDEPENDENT HEALTHCARE STAFFING is entitled, in its sole discretion, to charge the Client Facility a recruitment fee unless prearranged between CLIENT and INDEPENDENT HEALTHCARE STAFFING.

The above list is intended to be representative of the type of activities that may result in corrective action, up to and including immediate termination of employment. The above list is not intended to be comprehensive and does not alter the at-will employment relationship between Employees and the Company.

#### **HARASSMENT/INTIMIDATION**

INDEPENDENT HEALTHCARE STAFFING expressly prohibits unlawful harassment based on race, color, religion, age, sex, marital status, national origin, disability, veteran status or any other classification protected by federal, state or local law. Harassment, including sexual harassment, is contrary to basic standards of conduct between individuals, and is prohibited by the Equal Employment Opportunity Act and state regulations. Harassment is considered misconduct and violation of Company policy, and such misconduct will subject an Employee to corrective action up to and including immediate termination of employment.

Harassment may include, but is not limited to, verbal, physical or visual conduct of a racial, ethnic or other type, which impairs an Employee's ability to perform the job. Such conduct may include, but is not limited to, derogatory or vulgar comments regarding a person's race, sex, religion, ethnic heritage, disability or distribution of written or graphic material containing such comments.

Sexual Harassment is considered to be unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual or otherwise offensive nature, when (a) submission to such conduct is made a term or condition of employment; (b) submission to or rejection of such conduct is used as a basis for employment decisions; or (c) such conduct has the purpose or effect of unreasonably interfering with work performances or creating an intimidating, hostile or offensive working environment.

## **HARASSMENT OR DISCRIMINATION COMPLAINT PROCEDURE**

Employees who feel that they have been discriminated against or harassed in any manner described herein should immediately report such incidents to their Recruiter. Your recruiter will supply you with a complaint form, complete with directions. Once you complete this form and return it, it will be passed to the President. An investigation will occur and your complaint, hopefully, will not only be addressed but resolved as well. You are welcomed to voice any complaint without fear of reprisal. If an investigation confirms a violation of this policy, immediate disciplinary action up to and including immediate termination of employment may be taken against any Employee violating this policy. The Company prohibits any form of retaliation against any Employee for filing a complaint under this policy or for assisting in the investigation of a complaint.

## **HEALTH VISION, DENTAL AND PRESCRIPTION DISCOUNT BENEFITS**

All Regular and Temporary INDEPENDENT HEALTHCARE STAFFING Employees are eligible for INDEPENDENT HEALTHCARE STAFFING medical, vision, dental and prescription discount insurance benefits on their first day of employment. Employees are eligible for INDEPENDENT HEALTHCARE STAFFING gap insurance on the 1<sup>st</sup> of the month following their first day of employment. For Regular Full-time Employees and Temporary Employees, INDEPENDENT HEALTHCARE STAFFING will pay 100% of the Employee's monthly health insurance premium. Employees are responsible for payment of any health insurance premiums for additional health insurance coverage, such as for spouses and children.

The premium rates for additional health, vision, dental and prescription discount insurance coverage are available by calling the INDEPENDENT HEALTHCARE STAFFING business office during our regular office hours Monday thru Friday 8:00 a.m. to 5:00 p.m. EST at (800) 536-3001. While INDEPENDENT HEALTHCARE STAFFING can provide you with the latest insurance premium rates available to INDEPENDENT HEALTHCARE STAFFING, please note that this information is, and will at all time be, subject to modification or changes made by the insurance carrier. Therefore, INDEPENDENT HEALTHCARE STAFFING recommends that the Employee verify information obtained from INDEPENDENT HEALTHCARE STAFFING with the applicable insurance carrier.

Your enrollment form or the insurance waiver contained in your orientation information must be returned to INDEPENDENT HEALTHCARE STAFFING no later than your date of hire.

## **HIRE DATE**

You must complete, sign (if applicable) and provide to INDEPENDENT HEALTHCARE STAFFING, all of the documentation listed under the heading "Documentation Requirements" in this Handbook.

The first day a Regular Employee actually works for INDEPENDENT HEALTHCARE STAFFING is the Regular Employee's date of hire. The first day a Temporary Employee actually works at a Client Facility, as assigned by INDEPENDENT HEALTHCARE

STAFFING, is the Temporary Employee's date of hire. Your hire date is used to compute various conditions and benefits described in this Handbook.

### **HIRING OF FAMILY MEMBERS**

The Company permits the employment of qualified family members of Employees as long as such employment does not, in the sole discretion of the Company, create actual or perceived conflicts of interest. For the purposes of this policy, "family members" include closely related parties, not just immediate family members.

INDEPENDENT HEALTHCARE STAFFING will exercise sound business judgment in the placement of family members in accordance with the following guidelines:

Family members are permitted to work for INDEPENDENT HEALTHCARE STAFFING, provided no direct reporting or supervisory/management relationship exists. That is, no Employee is permitted to work within the "chain of command" of a family member such that the work responsibilities, salary or career progress of one family member could be influenced by the other.

INDEPENDENT HEALTHCARE STAFFING will consider hiring a person who is married to or plans to marry an Employee of the Company or who is married to or plans to marry another person who is applying to be hired by the Company, and will retain Employees who are married to or plan to marry another Employee of the Company, except under circumstances where:

- *One spouse would directly or indirectly exercise supervisory authority over the other spouse;*
- *One spouse would audit, verify, receive or be entrusted with monies received or handled by the other spouse; or*
- *Spouse would have access to confidential information, including payroll and personnel records.*

Efforts will be made to place family members in positions which avoid the circumstances described above. Where such an arrangement is not feasible, as determined at the Company's discretion, the family member Employees involved will be required to notify the Company which family member will resign.

### **HOLIDAYS**

INDEPENDENT HEALTHCARE STAFFING adheres to the client's holiday schedule. You must work the holiday in order to be paid for the holiday unless otherwise approved by the Unit Manager. Non-worked holiday hours do not count toward guaranteed weekly hours/pay unless approved in writing by a Manager on-site. Some client facilities do not pay holiday pay. If on contract at one of these facilities, the client contractual obligation for holiday will prevail. Holidays observed along with times observed will be included, in detail, on your contract.

## **HOUSING**

Employee lodging expenses will be paid by INDEPENDENT HEALTHCARE STAFFING if they have been pre-approved by INDEPENDENT HEALTHCARE STAFFING. All requests for housing requirements must be arranged through the Housing Department at INDEPENDENT HEALTHCARE STAFFING and are arranged prior to an Employee leaving for his or her assignment. Your Recruiter will cover all housing information with you and forward your requests to the Housing Department for you.

Employees are expected to maintain any INDEPENDENT HEALTHCARE STAFFING-provided housing in a reasonable condition. INDEPENDENT HEALTHCARE STAFFING-provided housing is expected to be in the same condition when the Employee leaves as it was in when the Employee moved into the housing. INDEPENDENT HEALTHCARE STAFFING will arrange your move in and move out dates for housing and will include this information of your INDEPENDENT HEALTHCARE STAFFING Assignment Agreement.

If any amounts are charged to INDEPENDENT HEALTHCARE STAFFING or withheld from a deposit paid by INDEPENDENT HEALTHCARE STAFFING for damage, not typical cleaning, etc., INDEPENDENT HEALTHCARE STAFFING will take any and all necessary action to recover from the Employee such excess amount, including but not limited to, instituting a legal action against the Employee. A prorated daily housing minimum expense of \$8.00/hr. and maximum of \$35.00/hr will be charged back to the employee for all unworked shifts during employee's Service Agreement time frame where hours are not made up and housing dates are extended. This will be deducted weekly. Should your housing be abandoned, INDEPENDENT HEALTHCARE STAFFING will recover housing fees via final payroll.

## **HOUSING STIPEND**

If company-provided housing is not utilized, employee may be eligible for a housing stipend. This will be stated on the assignment Service Agreement.

The housing stipend is considered payable if you are on an out of town assignment with INDEPENDENT HEALTHCARE STAFFING. The allowance will be paid weekly commensurate with hours worked. Temporary employees must comply with all rules and regulations associated with housing provided (see above).

## **INCIDENT REPORTS**

INDEPENDENT HEALTHCARE STAFFING' risk management program employs a number of systems to identify and provide notification of incidents, sentinel events or other events that have occurred involving patients, visitors, staff, your health, equipment, facilities or grounds which are likely to affect the quality of patient care, affect safety in the hospital or to give rise to potential liability. One of these systems is INDEPENDENT HEALTHCARE STAFFING' Incident Report System.

INDEPENDENT HEALTHCARE STAFFING temporary employees are required to report and complete a Report of Incident regarding any patient or visitor who is involved in an occurrence which has caused or has the potential to cause injury or loss or damage to property, your safety, personal injuries and work related accidents.

**Examples:** Medication errors, treatment errors or any error surrounding the care of patients, your health (due to occupational illnesses, injury, safety hazards, etc.).

For Incidents involving patients, the person completing the Report of Incident form should be the individual who witnessed, first discovered, or is most familiar with the incident. Contact your INDEPENDENT HEALTHCARE STAFFING Recruiter and he/she will provide you with a form to complete, in writing. Use narrative form and objectively describe the FACTS, not your JUDGEMENT OR OPINION, as to what caused the event. Use quotes where applicable when there are non-witnessed incidents (“patient states...”) and include any witnesses by name. Present the report to your on-site supervisor and to your INDEPENDENT HEALTHCARE STAFFING Recruiter. Your INDEPENDENT HEALTHCARE STAFFING Recruiter will then investigate and recommend corrective action. In the event of injury, seek medical assistance immediately.

The Report of Incident form should be completed no later than the end of the shift during which the incident occurred or was discovered to have occurred and must be forwarded to INDEPENDENT HEALTHCARE STAFFING within 48 hours (fax: 866-249-1839).

The Report of Incident form is not part of the medical record. This is an administrative document, and is not placed or reflected in the medical record.

An objective description of the incident should be recorded in the medical record along with any follow-up information.

### **INITIAL EMPLOYMENT PERIOD**

The 90-day period following your hire date is an Initial Employment Period. At the end of the Initial Employment Period, the President, Vice President, or another authorized officer of the Company, will evaluate your performance based on, but not limited to, review of:

- INDEPENDENT HEALTHCARE STAFFING’ Employee Quality Assurance Audits completed by the Employee’s supervisors (including for Temporary Employees, supervisors at Client Facilities);
- The Employee’s adherence to the policies and procedures outlined in this Handbook;
- The Employee's job description; and
- Any other information related to the Employee's job performance.

Upon completion of the evaluation, INDEPENDENT HEALTHCARE STAFFING will determine, in its sole discretion, whether to (1) continue the employment relationship with the Employee, (2) extend the Initial Employment Period (as described below), or (3) terminate the employment relationship with the Employee. If INDEPENDENT HEALTHCARE STAFFING determines to continue the employment relationship, the Employee will be advised of any improvements expected and be given the opportunity to express any of the Employee’s concerns or recommendations.

INDEPENDENT HEALTHCARE STAFFING may extend the Initial Employment Period for an additional 30 days if, in its sole discretion, it determines such an extension



is appropriate due to extenuating circumstances. "Extenuating circumstances" are considered to exist when certain events occur (such as a change in Client Facility supervisor, a significant change in Client Facility protocol or procedures, or a change in Client Facility staffing requirements that moves the Employee outside of his/her normal duties) during the Employee's Initial Employment Period. Extenuating circumstances alone are not a guarantee that the Initial Employment Period will be extended.

Upon successful completion of the Initial Employment Period (including any extension of the Initial Employment Period), the Employee will retroactively accrue benefits from the Employee's hire date (as calculated in accordance with, and subject to the terms and conditions of, the applicable provisions of this Handbook). Employees who are terminated at the end of the Initial Employment Period (including any extension of the Initial Employment Period) are not entitled to any benefits and no benefits will be deemed to have accrued.

### **INTERNET USAGE**

INDEPENDENT HEALTHCARE STAFFING provides Internet connectivity to its Corporate Office Staff to enhance work performance and increase the standards of delivery to all clients alike. It is, however, for these reasons only that we provide Internet connectivity. Internet usage should be limited to work performance issues and should not be used for entertainment. Violation of this policy may result in termination of employment with INDEPENDENT HEALTHCARE STAFFING. In no manner whatsoever will pornography usage be tolerated and will result in certain termination of employment with INDEPENDENT HEALTHCARE STAFFING.

### **LAYOFF**

Involuntary employment termination initiated by the company because of lack of work, reductions in force, etc.

Because employment with INDEPENDENT HEALTHCARE STAFFING is at-will, both the Employee and INDEPENDENT HEALTHCARE STAFFING have the right to terminate employment, with or without cause, at any time. Other than pursuant to the terms of a Long Term Assignment with a Client Facility, as set forth in INDEPENDENT HEALTHCARE STAFFING' Assignment Service Agreement related to assignments of Temporary Employees to Client Facilities, INDEPENDENT HEALTHCARE STAFFING does not guarantee any minimum of hours or minimum amount of work to its Employees unless written in your contractual agreement for a specific assignment with a INDEPENDENT HEALTHCARE STAFFING client.

INDEPENDENT HEALTHCARE STAFFING requests that any Employee who desires to terminate his or her employment with INDEPENDENT HEALTHCARE STAFFING provide INDEPENDENT HEALTHCARE STAFFING with 30 days' advance notice or as much prior notice as possible. This courtesy will greatly assist INDEPENDENT HEALTHCARE STAFFING with staff planning. Failure to provide this notice may affect your eligibility for re-employment by the Company.

Employees who are terminated will be given an opportunity, at their request, to discuss the situation by contacting the Company's President. In any event, INDEPENDENT

HEALTHCARE STAFFING retains the right, in its sole and absolute discretion, to terminate any Employee, at any time, with or without cause.

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all property belonging to INDEPENDENT HEALTHCARE STAFFING or to a Client Facility immediately upon request or upon termination of employment.

### **LICENSE REIMBURSEMENT**

INDEPENDENT HEALTHCARE STAFFING will pay up to \$125.00 for any “new state” license that is required in order to enter into a contract with INDEPENDENT HEALTHCARE STAFFING. To qualify, the following condition must be met:

- The license is paid after successful completion and award.

The Reimbursement is payable with the last week’s paycheck.

### **MILITARY LEAVE**

Leaves of absence without pay for military or reserve duty are granted to Regular and Regular Part-time Employees. If you are called to active military duty or to reserve or National Guard training, or if you volunteer for the same, you should submit copies of your military orders to our business office as soon as you receive them. You will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If you are a reservist or a member of the National Guard, you are granted time off without pay for required military training.

Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws, including the Uniformed Services Employment and Reemployment Rights Act of 1994.

### **MINIMUM AGE REQUIREMENTS**

All Employees of the Company must be at least 18 years of age, unless otherwise approved by an authorized officer of the Company. Employees under 18 years of age must provide proof of age, and may only work in accordance with applicable federal and state child labor laws.

### **MINIMUM EXPERIENCE REQUIREMENTS**

INDEPENDENT HEALTHCARE STAFFING requires a minimum of one year total experience in nursing or allied health and BLS Certification.

INDEPENDENT HEALTHCARE STAFFING requires a minimum of 1+ years of experience in specialty area and requires BLS and prefers ACLS Certification for nursing professionals.

INDEPENDENT HEALTHCARE STAFFING requires a minimum of 1+ years of experience in specialty area and requires BLS and prefers ACLS Certification for all allied health professionals.

## **OPEN DOOR POLICY AND SUGGESTIONS**

INDEPENDENT HEALTHCARE STAFFING subscribes to an “Open Door Policy” for all Employees and encourages Employees to suggest ways to improve the quality and efficiency of the Company, and to resolve misunderstandings or conflicts before serious problems develop. Any thoughts, ideas, concerns, or questions should be directed to the President, Vice President, or other officers of the Company.

## **ORIENTATION TO INDEPENDENT HEALTHCARE STAFFING**

Orientations for our Company includes your review of the policies and procedures contained in this Handbook and may, but need not, include additional communications by telephone. Clarifications and questions concerning the provisions of this Handbook should be directed to the President, Vice President, or another authorized officer of the Company.

## **ORIENTATION TO A CLIENT FACILITY**

Each Employee is expected to cooperate with all orientation required or provided by INDEPENDENT HEALTHCARE STAFFING and by any Client Facility to which a Temporary Employee is assigned by INDEPENDENT HEALTHCARE STAFFING. INDEPENDENT HEALTHCARE STAFFING requires a minimum of one hour of Client Facility orientation for Temporary Employees; however, Client Facilities generally provide additional orientation time, especially for Temporary Employees with Client Facility assignments of four weeks or longer (“Long Term Assignments”). Any such additional orientation time is the responsibility of the Temporary Employee and the Client Facility. INDEPENDENT HEALTHCARE STAFFING will provide Temporary Employees assigned to Client Facilities with the name and phone number of the person to contact at the Client Facility to work out the details of orientation. When available, INDEPENDENT HEALTHCARE STAFFING will send you information on first day instructions and Client Policies/Procedures. In no instance should a Temporary Employee begin or continue a Client Facility assignment if lack of orientation of the Temporary Employee would be detrimental to the safety of the Temporary Employee or others (ex: abbreviations used, care protocols, etc.). You will be required to produce evidence of your identity (government issued picture ID) upon arrival at the facility at which you are contracted.

Any Temporary Employee who determines not to begin or continue a Client Facility assignment must immediately notify INDEPENDENT HEALTHCARE STAFFING by contacting our business office at 800-536-3001 during normal business hours or the emergency pager number, 877-536-3003, after normal business hours.

## **OSHA – HIPAA EDUCATION/CONTINUING AWARENESS PROGRAM**

As a health care community, we must be as committed to the well-being of each other as we are to those we serve. Education is essential to this process.

INDEPENDENT HEALTHCARE STAFFING provides self-administered reading material with tests in your orientation packet. These materials are considered mandatory and the employee is expected to read the materials and return the signed and completed test included with the materials. These materials may change from time to time.

## **OTHER UNPAID LEAVE**

Absences without pay are also permitted for religious reasons or in the event an Employee is required to serve as a juror or witness at trial. Corporate Office Staff may elect to use PTO to receive pay in this event. In the event an Employee intends to be absent for any of these reasons, the Employee should notify the Company's business office as soon as possible at 800-536-3001 and, if applicable, the Client Facility supervisor.

## **OVERTIME**

Our Employees may be required to work overtime because of the round-the-clock nature of the services provided by Client Facilities. Non-exempt Employees are entitled to be paid overtime. The authorized Client Facility representative must pre-approve the over time and must initial the weekly overtime entry on your time sheet. INDEPENDENT HEALTHCARE STAFFING will pay overtime (time and one half per hour) in accordance with state regulations and labor laws.

In order to receive overtime pay, all overtime hours must be indicated in the appropriate location on the Time Sheet and must be signed by an additional INDEPENDENT HEALTHCARE STAFFING authorized representative if you are a Regular Employee or the appropriate Client Facility authorized representative if you are a Temporary Employee. You will not be paid for overtime unless overtime hours are appropriately indicated and your Time Sheet is initialed and signed by an authorized representative of the Client Facility, one of whom must be the Unit Manager or a Charge nurse designated by the Unit Manager.

For purposes of computing overtime, the workweek is dependent on the client facility's workweek definition (most usually Sun – Sat, Mon – Sun, or Sat – Fri).

## **PAID TIME OFF (PTO) PROGRAM**

INDEPENDENT HEALTHCARE STAFFING Corporate Office Staff accrue Paid Time Off (PTO). PTO can be used for any time away from the office for any reason during the calendar year of employment, but after the initial 90 day probationary period. Corporate Office Staff accrue PTO as follows.

During the first and second year of employment PTO is accrued at a rate of 1.84 hours for each 40 hours worked, for a total of 96 hours per calendar year.

During the third through the fifth year of employment PTO is accrued at a rate of 2.30 hours for each 40 hours worked, for a total of 120 hours per calendar year.

During the sixth through the tenth year of employment PTO is accrued at a rate of 2.77 hours for each 40 hours worked, for a total of 144 hours per calendar year.

After ten years of service additional; discretionary days may be awarded. ½ of the available PTO hours will carry over for use during the upcoming calendar year. The amount of PTO will not exceed the total annual accrual amount.

Furthermore, seven (7) paid holidays are observed after the initial 90 day probationary period. Make up time is not permitted and days taken off must be taken in minimum of ¼ day increments.

## **PAY ISSUES**

INDEPENDENT HEALTHCARE STAFFING runs an extremely complex payroll where errors may occur from time to time. If you have a payroll issue, you may contact 800-536-3001 and ask for the Payroll Department. If no one is available, you may ask for the Accounting Dept. If a pay error is within our control, then we will research the error and make the correction immediately and our goal is to have your issue resolved within 24 hours of the issue being reported. For errors outside our control (payroll company errors, W-2 errors, etc.), our goal is to have it resolved within 48 hours of the time your issue was reported. In all instances, if you leave a voice mail, your call will be returned the same business day provided that the time of your call falls between 8:00am and 5:00pm EST. It will be helpful for you to leave the following information in your message: Your name, the issue, a phone number to contact you at and the best time to contact you. We will do our best to accommodate you promptly.

## **PAY METHOD**

INDEPENDENT HEALTHCARE STAFFING maintains a weekly pay period; paychecks are issued and mailed/direct deposited on every Friday. Paychecks will be mailed to the Employee's address (as indicated in his or her application) by US mail or directly deposited as directed by Employee on the INDEPENDENT HEALTHCARE STAFFING direct deposit form that is included with the Employee's orientation package. If the Friday is a holiday, paychecks will be issued and mailed on the previous day. At the request and expense of an Employee, INDEPENDENT HEALTHCARE STAFFING will forward paychecks by overnight courier. Current updated addresses and direct deposit information must be provided to INDEPENDENT HEALTHCARE STAFFING in order to receive paychecks in a timely manner. Maintaining current information is the responsibility of the Employee.

Because INDEPENDENT HEALTHCARE STAFFING cannot guarantee US Postal service consistency, we highly recommend you use direct deposit.

## **PAY STUBS**

Your paycheck stubs will be posted and viewable online and be printable in the near future. Additional help may be obtained by calling Independent Healthcare Staffing at 800-536-3001 and asking for the Office Manager or Human Resources.

## **PER-DIEM AND THE TAX ADVANTAGE PLAN**

On some assignments a per-diem may be applicable. This will be stated on the assignment agreement.

Some assignments may qualify you for our Tax Advantage Plan. This plan is authorized by the IRS for traveling individuals who meet specific IRS defined qualifications. This plan provides non taxed incentives to offset the cost of meals and incidentals (and in some cases, housing costs). Your INDEPENDENT HEALTHCARE STAFFING recruiter will be glad to share details with you.

## **PERFORMANCE EVALUATIONS**

We encourage Employees and their supervisors (including Client Facility supervisors) to discuss the Employee's job performance and goals on an informal, day-to-day basis. INDEPENDENT HEALTHCARE STAFFING will conduct annual performance evaluations of our Employees in an effort to ensure that the scope and level of services contracted for are consistently provided. INDEPENDENT HEALTHCARE STAFFING may conduct additional performance evaluations if necessary, as determined in its sole discretion. In conducting the annual performance evaluations, INDEPENDENT HEALTHCARE STAFFING may review competency through information obtained from past and current employers, peer recommendations, validation of specialty certification, testing, and ongoing performance data collection and or skills observation in partnership with customers.

- INDEPENDENT HEALTHCARE STAFFING' Employee Quality Assurance Audits completed by the Employee's supervisors (including for Temporary Employees, supervisors at Client Facilities) and elements of performance will include:

*Age specific criteria for populations served; performance competencies assessed during orientation to client facility; performance competencies assessed and reassessed during assignment (techniques, procedures, technology skills, and skills needed to provide care, treatment and services).*

- the Employee's adherence to the policies and procedures outlined in this Handbook:

*With employee assessment based on ongoing clinical competency; when performance problems are documented and employee is unable or unwilling to improve, INDEPENDENT HEALTHCARE STAFFING will initiate steps to modify or terminate job assignment.*

- the Employee's job description; and
- Other information related to the Employee's job performance, specifically including review of Report of Incidents by employee.

Upon identification and documentation, INDEPENDENT HEALTHCARE STAFFING will report any aberrant or illegal behavior to professional boards and law enforcement agencies and JCAHO (on a yearly basis).

As part of the performance evaluation process, we may, among other things, discuss with the Employee his or her job tasks, recognize and encourage strengths, and negative patterns, trends or weaknesses. Weaknesses are analyzed to provide feedback for improved performance.

For Corporate Office Staff, a positive performance evaluation is one of many factors INDEPENDENT HEALTHCARE STAFFING may consider in determining whether or not to continue employment.

### **PREMIUM TRAVELER PROGRAM**

INDEPENDENT HEALTHCARE STAFFING provides our travelers with an accelerated pay/benefit opportunity program that allows our Temporary Employees to enlist in a program that is both beneficial to INDEPENDENT HEALTHCARE STAFFING and it's Temporary Employees. In order to enlist, you MUST be an INDEPENDENT HEALTHCARE STAFFING traveler, you MUST commit to six months of continuous employment with INDEPENDENT HEALTHCARE STAFFING, and you MUST travel wherever INDEPENDENT HEALTHCARE STAFFING needs you to travel. In return, INDEPENDENT HEALTHCARE STAFFING will pay Premium Travelers \$1.00 more per hour than the regular margin permits AND give the Premium Traveler one of the following choices (choices are made by the traveler, not by INDEPENDENT HEALTHCARE STAFFING): 1) Upgrade in housing, OR 2) Upgrade in housing furnishings, OR 3) pay for dependent insurance coverage.

### **PRESCRIPTION MEDICATIONS POLICY**

It is each employee's responsibility to be aware of medications that may impair job performance. If there is any possibility a medication may impair job performance, the employee should advise her/his supervisor. Employees who are unsure of the effects of a particular medication are encouraged to call their INDEPENDENT HEALTHCARE STAFFING recruiter for assistance. Any employee who is suspected of being impaired due to prescription medication is subject to all the provisions of this policy.

Employees, who are prescribed potentially impairing medications by their physician to manage chronic pain from a serious health condition, must consult with the nurse manager or INDEPENDENT HEALTHCARE STAFFING Director of Nursing before returning to work following the initiation of the medication. This consultation will include an evaluation of the employees' ability to safely perform their job requirements before returning to work.

Violation of any of the above shall result in corrective action, up to and including discharge.

### **PRIVACY/CONFIDENTIALITY**

Individual privacy and confidentiality will be maintained in all aspects of the drug-testing program, including communicating with the employee regarding substance use and abuse. Information regarding the nature of substance abuse and related problems will be maintained with the strictest confidentiality allowable and is designed to protect the privacy of the individual.

Pre-employment and employee drug test results will not be released without the written authorization of the tested individual other than to the testing laboratory and approved INDEPENDENT HEALTHCARE STAFFING staff. At the discretion of the INDEPENDENT HEALTHCARE STAFFING President or Vice President, the results may also be released to legal counsel, applicable State professional licensing boards, and applicable state Employment department if a claim for unemployment insurance is

submitted following termination for violation of the Drug Free Workplace Policy. Other information protected in the same fashion includes medical information, criminal background check results, OIG sanctions check results, sexual offenders check results and other confidential information. Corporate Office Staff with approved access to this information will be terminated if confidentiality of these items is breached.

**POST-ACCIDENT TESTING:**

As soon as possible following an accident, any Employee whose performance either contributed to the accident or cannot be completely discounted as a contributing factor to the accident may be tested for drug and/or alcohol use.

Testing methodology and procedures will follow the same stringent guidelines established for employee testing including the use of a certified lab. A written consent from the applicant will be obtained before the drug test is performed. While the applicant has the right to refuse to submit to the drug test, INDEPENDENT HEALTHCARE STAFFING shall withdraw its offer of employment upon this refusal. An applicant with two instances of a specimen that fails the tests of integrity (specific gravity, etc.) will be considered to have not passed the test, and the contract agreement will be rescinded. They may initiate another inquiry with INDEPENDENT HEALTHCARE STAFFING after 6 months. Any applicant who has a confirmed positive test for the presence of any illegal or unauthorized substance will be denied employment at that time, but may initiate another inquiry with INDEPENDENT HEALTHCARE STAFFING after 6 months.

**PROOF OF U.S. CITIZENSHIP (RIGHT TO WORK)**

All employment offers are contingent upon an employee's eligibility to work in the United States in accordance with the Immigration Reform and Control Act of 1986. All applicants that are hired will need to present documentation of identity and eligibility to work in the U.S. If within three business days from date of hire employee is unable to produce identity documentation, the employee must produce within this period, a receipt showing that he or she has applied for the documentation. Employees who cannot produce the actual identity documents within 90 calendar days of hire will be terminated.

**QUALITY ASSURANCE REVIEW AND ANALYSIS OF INCIDENT REPORTS**

Report of Incident forms are reviewed on an ongoing basis by a number of INDEPENDENT HEALTHCARE STAFFING' management staff to identify assessment of conformance to required standard of practice and care.

**REASONABLE BASIS TESTING:**

If INDEPENDENT HEALTHCARE STAFFING has a reasonable basis to believe that an Employee is using a prohibited drug or alcohol, the Employee will be tested.



Before an employee can be requested to have a drug test, the President or Vice President of INDEPENDENT HEALTHCARE STAFFING as indicated by specific observable evidence, must approve the recommendation, based on reasonable suspicion.

Examples of reasonable suspicion may include, but are not limited to: smell of alcohol or drugs and/or observed alcohol or drug use during work hours on work premises, apparent physical state of impairment, incoherent mental state, marked changes in mood or personal behavior that are otherwise inexplicable, excessive absenteeism and/or deteriorating work performance that is not attributable to other factors, job-related accident(s) or other actions that may have been caused by human error, motor vehicle offense(s) while on duty, fights, assaults, and flagrant violations of established safety, security, or other operating procedures.

When asked to submit to drug or alcohol testing, an employee will be informed of the reasons they are being asked to submit to the test, and will be informed that refusal or tampering with the sample during testing constitutes insubordination and is grounds for corrective action up to and including discharge.

The employee must refuse or consent to testing in writing. If the employee refuses to submit to urine, blood, or breath sample, over hydrates, ingests any substance that would affect test results, or tampers with the sample during testing, they will be suspended until an investigation is complete, and will be subject to corrective action up to and including discharge.

An employee under reasonable suspicion of impairment will be suspended until an investigation is complete.

In all circumstances of suspected drug or alcohol use, where an intervention is conducted, an evaluation of the employees' ability to drive safely will be done, and transportation home will be arranged if it appears to be needed. If the employee refuses to accept transportation and attempts to drive, authorities will be notified.

### **REFERENCE CHECKS**

INDEPENDENT HEALTHCARE STAFFING does not respond to oral requests for references on former Employees. All requests must be in writing and on the requesting company's letterhead. Without a signed reference release, INDEPENDENT HEALTHCARE STAFFING can only verify an Employee's dates of employment and position. Employees should refer all requests for references to the Company's business office.

### **REIMBURSABLE EXPENSES**

Reimbursable expenses are not taxed and therefore do not show as income on your year-end W-2.

Unless otherwise stated, all reimbursable expenses must be requested within 30 days from when expense occurred. A copy of the expense report is available through your INDEPENDENT HEALTHCARE STAFFING recruiter or by calling the business office.

## **REQUIRED DOCUMENTATION**

Temporary employees are required to either provide and/or sign the documents listed below as part of INDEPENDENT HEALTHCARE STAFFING' application for employment process. If you are offered employment with INDEPENDENT HEALTHCARE STAFFING your offer will be contingent upon INDEPENDENT HEALTHCARE STAFFING' receipt of the documents as described. Your offer of employment may be revoked if you fail to provide INDEPENDENT HEALTHCARE STAFFING the documents on a timely basis. **Your payroll will not be processed without full and complete paperwork requirements being met.**

The President or Vice President of the Company, a Recruiter and/or another authorized representative of the Company will conduct an interview, usually by telephone, to review your clinical skills, abilities, and experience prior to employment.

After employment, INDEPENDENT HEALTHCARE STAFFING will provide Temporary Employees a courtesy notice at 30 days and 2 weeks prior to the expiration of any required document. However, the notices are courtesy notices only and Employees are solely responsible for maintaining the required documentation in a current status and providing copies of updated documentation to INDEPENDENT HEALTHCARE STAFFING on a timely basis. Failure to do so will result in a fine of \$10.00 per day upon expiration and continuing until the renewed document is received. If the renewed document is not received within 14 days of expiration Temporary Employees will not be allowed to report for shifts and can result in termination. Receipt of the courtesy notice referenced in this paragraph shall have no effect on any such termination decision. All paperwork/records will be maintained in our files for a period of six (6) years.

### **1. APPLICATION REQUIREMENTS:**

*(Please complete & return as quickly as possible)*

- Employment Application
- Copy of Current Professional License
- Three Professional References for INDEPENDENT HEALTHCARE STAFFING to verify by telephone
- Appropriate skills Checklist and a copy of a government approved photo identification (Skill Checklists MUST be updated yearly).

### **2. REQUIRED PRIOR TO ACTUAL-EMPLOYMENT:**

- Signed Assignment Confirmation/Contract/Service Agreement

- Signed Job Description
- Copy of the front and back of the current BCLS card and ACLS where required.
- Copy of current documentation for Annual HIPPA, OSHA & JCAHO Compliance Exam, Yearly Age competency Assessment, Age competency Exam
- Signed Consent for background check, including educational background checks (for licensed independent practitioners only), and Drug Screen with DOB & SSN and the following checks: OIG Sanctions Check, Excluded Parties Check, Government Suspect List Check, and Social Security Number verification
- Drug Screen scheduled by INDEPENDENT HEALTHCARE STAFFING (results will be sent directly to INDEPENDENT HEALTHCARE STAFFING by Drug Screening Company – you need only to take the screen)
  - Copies of other Specialty Certifications or Licenses and a copy of stipulations met for ANY nursing or allied health discipline through ANY Board of Nursing or Regulatory Board for Allied Health Professionals.
- Copy of current Health Clearance
  - Including:
    - Copy of Hepatitis-B vaccination series or titer or a signed declination
    - Copy of TB test results (Current within the past 12 months, if positive, needs CXR within past 2 yrs); **note:** some facilities require a TB test per 3 or 6 month period. You will be informed, if necessary, to produce another TB test within a typical 1 year period.
    - Copy of last Tetanus (Current within past 10 yrs.)
    - Copy of last Rubella Immunization or titer
      - o If born after 1957- need series
      - o If born before 1957- need initial immunization or titer, or documentation stating rx of disease
    - Copy of Varicella vaccination or documentation stating history.
  - Employment Eligibility Verification (INS I-9) form with copies of supporting documentation that you have chosen from List A or List B and List C. When completing this form please only write in Section 1. Other sections are to be completed by INDEPENDENT HEALTHCARE STAFFING.
    - IRS W-4 form and applicable State tax form, if required
    - “Employee Handbook” signature acknowledgement page
    - Insurance Waiver or enrollment form; Simple IRA enrollment/declination form

Signed statements that you have read and understand the following:  
JCAHO National Patient Safety Goals  
Infection Control including CDC Hand Hygiene Guidelines  
Cultural Diversity / Sensitivity

Patient Rights & Ethical Aspects of Care  
Job Description

**\*For Licensed Independent Practitioners**, in addition to above requirements, signed consents will be required for INDEPENDENT HEALTHCARE STAFFING to perform NPDB (National Practitioner Data Bank) if applicable. In addition, verification and documentation of any voluntary and involuntary relinquishment of any license or registration and voluntary and involuntary termination of hospital medical staff membership will be verified by the primary source.

In addition, references will include verification of clinical competency from knowledgeable source that practitioner has worked with. Any evidence of an unusual pattern or an excessive number of professional liability actions will be investigated and documented.

INDEPENDENT HEALTHCARE STAFFING will verify from the primary source: current licensure, certification, or registration: education and/or training associated with residency or advanced practice: experience: sanction or limitations: involuntary relinquishment of any license or registration (as applicable); involuntary termination of hospital medical staff membership (as applicable).

The following tests will be required:

Medications Testing

Knowledge Testing (you will be notified if you must take this test)

Age Related Materials Test

### **3. REQUIRED AT END OF EACH ASSIGNMENT**

- Traveler Evaluation – Upon completion of each assignment, an Employee Performance Evaluation must be completed by the Unit Manager.

## **RESIGNATION**

Voluntary employment termination initiated by an employee who chooses to leave the company. The employee is required to provide 30 days notice. If this is not given the employee will be subject to financial losses incurred by INDEPENDENT HEALTHCARE STAFFING for lodging and obtaining a replacement. INDEPENDENT HEALTHCARE STAFFING will take any and all necessary action to recover from the employee such excess amount, including but not limited to, instituting legal action against the employee. Corporate Office Staff will not receive unused vacation pay.

### **RIGHT TO SEARCH**

When INDEPENDENT HEALTHCARE STAFFING has reasonable grounds to believe there is a violation of any aspect of this policy, an employee may be asked to submit immediately, at any time (including breaks and lunch periods), to a search of any facility property an employee uses, including, but not limited to, a locker, a desk, or personal property brought to the workplace. Entry to INDEPENDENT HEALTHCARE STAFFING premises or the client facility by an employee within the context of the employment relationship constitutes consent to such a search or inspection. Refusal to consent to a search or inspection of client facility property, when requested by INDEPENDENT HEALTHCARE STAFFING, constitutes insubordination and a violation of policy.

In the event that a search is required, INDEPENDENT HEALTHCARE STAFFING will notify the employee of the reasons for the search and will conduct the search in the presence of the employee. If the employee cannot be notified of the search due to extended absence, the search may be conducted in the absence of the employee.

### **SAFETY**

INDEPENDENT HEALTHCARE STAFFING recognizes the importance of providing Employees with a safe workplace. INDEPENDENT HEALTHCARE STAFFING works closely with its Client Facilities to assess safety issues and provide guidance in those matters. All Employees are required to abide by all safety rules and regulations of INDEPENDENT HEALTHCARE STAFFING and Client Facilities and to wear all personal protective equipment required by a particular assignment or job. Safety concerns should immediately be brought to the attention of your supervisor and your Recruiter at INDEPENDENT HEALTHCARE STAFFING. Safety concerns must be documented on the Report of Incident or Compliant report (obtained through your INDEPENDENT HEALTHCARE STAFFING Recruiter) for follow up by INDEPENDENT HEALTHCARE STAFFING Management.

**SIGNATURE PAGE / ACKNOWLEDGMENT**

INDEPENDENT HEALTHCARE STAFFING has prepared this Handbook as a guide to assist you during your employment with us. It should not be read to include the finer details of each policy nor as forming an express or implied contract or promise that the policies discussed in it will be applied in all cases.

THIS HANDBOOK IS NOT A CONTRACT. INDEPENDENT HEALTHCARE STAFFING reserves the right to make changes in the content or application of its policies as it deems appropriate, and these changes may be implemented even if they have not been communicated, reprinted, or substituted in the Handbook. Neither this Handbook, nor any other Company communication or practice, creates an employment contract. It is also understood that nothing in this Handbook or any other policy or communication changes the fact that employment is at-will for an indefinite period and may be terminated at any time, without cause and without notice, by you or by INDEPENDENT HEALTHCARE STAFFING.

By signing below, you acknowledge and agree that only the President, Vice President, or another authorized officer of INDEPENDENT HEALTHCARE STAFFING has any authority to (1) enter into any arrangement, agreement, contract or the like with respect to employment with INDEPENDENT HEALTHCARE STAFFING, (2) change the at-will employment relationship, or (3) make any agreement contrary to the foregoing. In addition, you understand that INDEPENDENT HEALTHCARE STAFFING officers are authorized to make employment arrangements only in writing. You have read, understand this handbook and further understand that receipt of the Handbook and your continued employment constitutes acceptance of any changes that may be made in content or application of the Handbook. Finally, your signature constitutes your acknowledgement and agreement that failure to adhere to the policies and procedures contained in this Handbook that are applicable to you can result in disciplinary measures, up to and including termination of employment with INDEPENDENT HEALTHCARE STAFFING.

In addition, if you are a Temporary Employee, your signature below represents your acknowledgement and agreement that each time one of your assignments with a Client Facility has ended, you will notify INDEPENDENT HEALTHCARE STAFFING within 24 hours and, in addition, you will contact INDEPENDENT HEALTHCARE STAFFING at least one time per week thereafter to confirm your availability for Client Facility assignments. You understand that your failure to so notify and stay in contact with INDEPENDENT HEALTHCARE STAFFING will mean that you are no longer available for future Client Facility assignments and that you have voluntarily terminated your employment with INDEPENDENT HEALTHCARE STAFFING.

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Employee Signature

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Date

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Print

## A. EMERGENCY CONTACT

Please complete the following for our records in case of an emergency.

Notify Contact:

Relationship:

Address:

Phone Numbers:

## **SICK LEAVE**

Corporate Office Staff and Temporary Employees are not entitled to any paid sick leave. Corporate Office Staff may apply sick days against accrued PTO days.

## **Simple IRA PLAN**

INDEPENDENT HEALTHCARE STAFFING offers a voluntary Simple IRA plan for your financial future. You are eligible to participate in this plan the on the ninety-first day of your employment. A Simple IRA enrollment or declination form is enclosed in your orientation packet. INDEPENDENT HEALTHCARE STAFFING will contribute a match of up to 3 percent of your taxable income to your Simple IRA accounts. This INDEPENDENT HEALTHCARE STAFFING contribution becomes fully vested at the time of contribution. Please contact our Business Office if you desire more information

## **SMOKING**

The Company believes that Employees should be able to work in an environment free of the hazards of tobacco smoke. Therefore, smoking is not permitted in the Company's principal business office and is permitted at Client Facilities only in accordance with the facility's rules and regulations regarding smoking.

## **SUBCONTRACTORS**

The Company does not utilize the support of subcontracts from other agencies in order to staff our orders.

## **TELEPHONE USE**

Efficient telephone use is vital to the Company's business. Therefore, the Company's Corporate Office Staff are required to answer all calls to our business office promptly and courteously. In addition, Employees should limit personal calls, both incoming and outgoing, to emergencies or essential personal business and keep the calls as brief as possible. Telephone usage by Temporary Employees at Client Facilities shall be in accordance with the rules and regulations of the facility.

## **TERMINATION AND RETURN OF PROPERTY**

The following are examples of some of the most common circumstances under which employment may be terminated.

## **TERMINATION OF RELATIONSHIP WITH CLIENT FACILITY**

If the relationship between INDEPENDENT HEALTHCARE STAFFING and a Client Facility is terminated for any reason, INDEPENDENT HEALTHCARE STAFFING may not be able to continue to pay Employees who are working on an assignment at the Client Facility beyond the date the relationship is terminated, unless required by applicable laws.

## **TIME RECORDS**

All Employees shall submit a copy of the Employee's signed (by you & clinical manager) Time Sheet for the previous week to INDEPENDENT HEALTHCARE STAFFING no later than 12:00 noon on Monday EST of every week. Any timesheets received after noon on Mondays will result in a delay of the pay hours affected until the following pay period. Exceptions can be made only if you have prior approval from payroll. Fax the Time Sheet to INDEPENDENT HEALTHCARE STAFFING at fax number 866-249-1839. There must be a separate Time Sheet for each week worked in order to be paid for the week. In the event your timesheet is submitted after the cut off time, you may request that the money be wired into your account. This must be done prior to 12:00 noon on each Tuesday and can ONLY be done if the signed timesheet is received by Independent Healthcare Staffing before the deadline. There will be a \$50.00 fee to perform this service. The exception is when payroll is incorrect. In these instances, the Company will wire the money into your account immediately with no financial penalty to you.

Please record time on your Time Sheets in military time. For example, Hours In: 0700 – Hours out: 1930. The day of the week for which you should record the time you worked is the day on which your shift begins. For example, if your shift begins on Saturday and ends on Sunday, it is considered to be a Saturday shift and should be recorded on your Time Sheet as Saturday time. If you are entitled to any reimbursement, an expense report must be submitted with your timesheet along with pertinent receipts. You can request an expense report from your Recruiter.

### **1. REGULAR TIMESHEET AUTHORIZATION**

The Temporary Employee and an authorized representative of the Client Facility must sign the Time Sheets prior to faxing to INDEPENDENT HEALTHCARE STAFFING for payment.

The regular Employee and an authorized representative of INDEPENDENT HEALTHCARE STAFFING must sign regular Employee Time Sheets, if used.

## **TRAVEL PAY**

INDEPENDENT HEALTHCARE STAFFING temporary employees receive the current tax law rate in cents per mile for each mile traveled between your home address and the assignment address. This caps at a total of \$750.00 round trip. This is paid out as an hourly amount divided over the total hours worked and details will be outlined in the employment agreement.



## **VACATION**

INDEPENDENT HEALTHCARE STAFFING maintains a Paid Vacation Program as a **reward** mechanism for Temporary Employees. Award days are given based on the total number of Assignment Service Agreements (13 week contracts) that a Temporary Employee completes in a 1 year time frame. It is a reward to Temporary Employees for going “the extra mile” for our clients and representing the Company well. Paid Vacation is NOT affiliated with PTO accrual. Both are separate benefits. For every 3 completed Service Agreement contracts of 13 weeks in a one calendar year period, Temporary Employees will be awarded the monetary equivalent of one (1) twelve (12) hour shift as Paid Vacation time, and will be paid at the rate paid on the most recent Assignment Service Agreement. For every 4 completed Service Agreement contracts of 13 weeks in a one calendar year period, Temporary Employees will be awarded the monetary equivalent of two (2) twelve (12) hour shifts as Paid Vacation time, and will be paid at the rate paid on the most recent Assignment Service Agreement. The maximum number of Paid Vacation days a Temporary Employee can earn in a year is three (3) days.

## **VERIFICATION AND REPORTING OF TEST RESULTS**

A licensed physician with knowledge of substance abuse disorders will make a final verification of the laboratory drug test results. INDEPENDENT HEALTHCARE STAFFING will provide an opportunity for employees to discuss positive test results, and will review any available medical records to determine if a confirmed positive test resulted from something other than substance abuse. If a positive test is verified the Nurse will be referred to an appropriate State Board of Nursing Authorized Program.

## **W-2 FORMS**

Your W-2 forms will be sent by mail by January 31<sup>st</sup> of each year.

## **WORKERS' COMPENSATION**

Employees are covered from their first day of employment under workers' compensation insurance, which covers industrial injury or disease/illness resulting from work activity or the work environment. There is no cost to the Employee for this insurance.

If you experience a life/limb threatening injury on the job, first seek immediate medical attention at the nearest emergency room. All Employees must then notify their facility supervisor as well as INDEPENDENT HEALTHCARE STAFFING within 24 hours of the time the injury occurred.

If the injury is not life/limb threatening, you should first seek immediate medical attention at the nearest emergency room. If you choose to seek your own medical care, your INDEPENDENT HEALTHCARE STAFFING medical benefits may not cover the cost of the care (ensure that your provider is an approved provider by United Health Care) and you may be liable for your medical costs.

In addition, INDEPENDENT HEALTHCARE STAFFING reserves the right to request you see the designated medical provider of our choice. INDEPENDENT HEALTHCARE STAFFING reserves the right to require a drug test and/or alcohol test at the time treatment is sought, in certain instances.

All work-related sickness, injuries or accidents, regardless of severity, must be reported to the INDEPENDENT HEALTHCARE STAFFING business office or the on-call INDEPENDENT HEALTHCARE STAFFING Representative within 24 hours of occurrence. During regular business hours, you may simply contact your Recruiter. All incidents will be reported to our workers compensation insurance carrier immediately. You are responsible for writing the incident report and getting it faxed to INDEPENDENT HEALTHCARE STAFFING at (866) 249-1839. INDEPENDENT HEALTHCARE STAFFING is responsible for reporting and maintaining all documentation and records for the insurance carrier.

After INDEPENDENT HEALTHCARE STAFFING is notified of your injury, INDEPENDENT HEALTHCARE STAFFING will file a First Report of Injury with our insurance carrier within 24 hours. This will start your workers' compensation claim.

For further information on injuries while on-the-job, please contact INDEPENDENT HEALTHCARE STAFFING's business office at (800) 536-3001. You may ask to speak with a Human Resources manager for further details.

## **WORKING HOURS**

Individual work schedules, including rest and meal breaks, will be determined and assigned by the Employee's supervisor (the Client Facility supervisor for Temporary Employees). Various factors, such as workloads, operational efficiency, and staffing needs, may require variations in an Employee's starting and quitting times and total hours worked each day or each week. Except with respect to Long Term Assignments (Client Facility assignments of four weeks or longer), the terms of which are included in INDEPENDENT HEALTHCARE STAFFING Assignment Service Agreement, Exhibit A page of the agreement, INDEPENDENT HEALTHCARE STAFFING does not promise or guarantee any minimum number of work hours.

Unless otherwise agreed by a Temporary Employee and the Client Facility, Temporary Employees may be required to float, as assigned by the Client Facility, to other appropriate units or areas of the Client Facility or perform other appropriate duties assigned by the Client Facility.

Temporary Employees who work Long Term Assignments with a Client Facility are generally guaranteed the number of hours set forth in the Assignment Confirmation for the Long Term Assignment and are not required to forfeit any hours. However, Temporary Employees with Long Term Assignments at Client Facilities will not be paid for hours not worked, if the Temporary Employee has volunteered for low census (that is, the Temporary Employee has volunteered not to work if the Client Facility unit to which the Temporary Employee is assigned or any other appropriate unit or area of the Client Facility does not require the services of the Temporary Employee). Temporary Employees with Long Term Assignments will be required to work weekends and holidays during the assignment, as needed.

Corporate Office Staff hours are from 8:30 a.m. until 5:30 p.m. Monday through Friday. Additional hours may be required.

## **WORKPLACE THREATS & VIOLENCE**

Nothing is more important to INDEPENDENT HEALTHCARE STAFFING than the safety and security of its Employees. Threats, threatening behavior, or acts of violence against Employees, visitors, guests, or other individuals will not be tolerated. Violations of this zero-tolerance policy will lead to disciplinary action, which may include immediate termination of employment.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on Company property will be removed from the premises as quickly as safety permits, and shall remain off the premises pending the outcome of an investigation. INDEPENDENT HEALTHCARE STAFFING will initiate a decisive and appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.

In carrying out these policies, it is essential that all personnel understand that no existing policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life threatening situation from developing.

All Employees are responsible for notifying their supervisor or INDEPENDENT HEALTHCARE STAFFING management of any threats they have witnessed or received, or of any threats of which they are aware that another person has witnessed or received. Even without an actual threat, Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on a Company-controlled site or a Client Facility, or is connected to Company employment. Employees are responsible for making this report, regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior.

This policy also requires all individuals who apply for or obtain a protective or restraining order which lists Company locations or Client Facilities as being protected areas, to provide a member of Company management with a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. In the event a Client Facility is identified in any such document, INDEPENDENT HEALTHCARE STAFFING will inform the Client Facility. INDEPENDENT HEALTHCARE STAFFING understands the sensitivity of the information requested and has developed confidentiality procedures that recognize and respect the privacy of the reporting Employee(s).

**ZERO TOLERANCE OF CONTROLLED SUBSTANCES**

The use, possession, manufacture, distribution, or sale (including negotiations of the sale), of controlled substances is strictly prohibited. Employees must not report for work, perform service, or enter work premises or property with any detectable levels of unauthorized drugs in their systems or on their persons.

The unauthorized use and/or possession of alcohol by employees on facility premises, INDEPENDENT HEALTHCARE STAFFING premises or property during work hours, including break or meal periods, or working under the influence of alcohol is strictly prohibited.