



**EMPLOYEE HANDBOOK**  
**FOR**  
**TRAVELERS**

*Effective February 2021*

## WELCOME FROM THE CEO

Welcome!

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

This Employee Handbook for Travelers (the “Handbook”) will introduce you to the Company, our guidelines, programs, benefits, and patient safety expectations. If you have any questions during your assignment, don’t hesitate to reach out to your Recruiter or to Human Resources.

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

Best,



Benjamin Mirtes  
Chief Executive Officer

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# 1. IMPORTANT INFORMATION ABOUT THIS HANDBOOK

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

Our Travelers are at the heart of our business and this Handbook serves as a guide for your relationship with the Company. Please keep the following in mind as you read this Handbook:

1. This Handbook contains general information and guidelines. This Handbook will acquaint you with the Company, summarize guidelines, and provide information about working with us, but it is not all-inclusive. This January 2021 edition replaces all previously issued handbooks. No handbook can anticipate every circumstance or question. After reading this Handbook, if you have questions about a policy, practice, or benefit, speak with your Recruiter or Human Resources.
2. Notwithstanding any terms contained in your Assignment Agreement Letter (“AAL”), which will govern the anticipated length of your assignment, your employment with the Company is not guaranteed for any duration. Both you and the Company maintain the right to end your at-will employment with or without advance notice and for any reason. The language used in this Handbook and any verbal statements made by management do not confer a contractual right, either express or implied, nor are they a guarantee of employment for a specific duration. No representative of the Company, other than the CEO, has the authority to enter into an agreement of employment for any specified period, and such agreement must be in writing, signed by the CEO and the employee. Further, if there is any conflict between this Handbook and the terms of the AAL, the AAL’s terms will control.
3. The Company reserves the right to modify this Handbook, with or without notice. The need may arise to change the guidelines described in this Handbook, except for the at-will nature of your employment. The Company reserves the right to interpret the guidelines contained herein or to change them without prior notice. Changes are effective immediately when made, and your continued employment after any posted change is an acceptance of the modification. The Company will make reasonable efforts to notify you of any modifications or updates to this Handbook, but Travelers are responsible for being aware of all current policies, which will be posted in an electronic version accessible on the Nurse Portal.
4. The Company is committed to full compliance with all applicable federal, state, and local employment laws and regulations. If any provision in this Handbook conflicts with an applicable law or regulation, the law will take precedence. State appendices provide additional policies that apply only to Travelers assigned to that state and describe how some of the policies contained in the Traveler Handbook apply differently to employees working in that state. Accordingly, the state appendix, along with the Traveler Handbook, provides the complete employment policies that apply to our Travelers working in such states. The Company’s employment policies are not intended to restrict communications or actions protected or required by federal, state or local law.
5. Travelers are subject to any guidelines imposed by the client facilities in addition to the policies and guidelines in this Handbook. If you believe that any Company policy is in conflict with a client facility’s policy, please contact your Recruiter or Human Resources immediately.
6. Fastaff’s benefit plans and programs, which are described in separate materials, may be

referenced briefly in this handbook. Each benefit plan or program shall be subject to the terms of the specific documents by which it is governed and Fastaff (or its designee) shall have complete discretion to determine benefit eligibility and interpret the terms of each plan or program. In accordance with applicable law, Fastaff reserves the right to amend, modify or terminate, in whole or in part, any of these benefit plans or programs at any time.

7. These policies are important to the Company to ensure quality patient care. Consequences of violations may subject Travelers to discipline, up to and including termination.

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

## 2. KEY CONTACT INFORMATION

### Clinical Service Department:

Phone: (800) 736-8773

Email: [ClinicalServices@fastaff.com](mailto:ClinicalServices@fastaff.com)

### Continuing Education:

MyFreeCE.com

### Hours of Operation & Emergency Contact:

Corporate Office Hours: 7:30 A.M. to 5:30 P.M. Mountain Time 800-

73NURSE (800) 736-8773

### Housing & Travel Department:

Phone: (800) 736-8773 ext. 2035

Fax: (720) 206-1524

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

Resources Department

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

Phone: (800) 736-8773

Fax: (888) 467-2242

Email: [HumanResources@fastaff.com](mailto:HumanResources@fastaff.com)

### Portal:

myportal.fastaff.com

For help with the portal: [fastpassprofile@fastaff.com](mailto:fastpassprofile@fastaff.com)

State and federal labor law posters located here

### Time Reporting: Timecards must be emailed to Payroll:

E-mail: [Payroll@fastaff.com](mailto:Payroll@fastaff.com)

### Workers' Compensation Information:

Carrier: Gallagher Bassett

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

### Employee Injury Counselor:

Kimberly Edgerton

Phone: (303) 414-6037

Fax: (303) 865-6037

### 3. INTRODUCTION TO THE COMPANY

*Over 30 years ago, Fastaff pioneered the practice of Rapid Response<sup>SM</sup> travel nurse staffing. Since then, the company has grown to become the leading provider of experienced, high-acuity nurses in urgent and crucial situations nationwide. With a guaranteed delivery in many circumstances, and delivering nurses often in ten days or less, Fastaff helps hospitals provide continuous, high-quality patient care in planned and unplanned staffing shortages, while offering premium pay to nurses. In partnering with many of the nation's largest and most prestigious healthcare facilities as well as small community hospitals, Fastaff provides enriching employment opportunities to nurses while also providing the highest pay in the industry to meet acute staffing needs and provide unparalleled patient care.*

From natural disasters to census spikes to contagions and pandemics, Fastaff is a reliable partner for healthcare systems nationwide in urgent and crucial situations. The Company's competitive compensation package attracts an exceptional talent pool of highly skilled, highly experienced nurses. These nurses are ready to hit the ground running and are widely recognized for the fast impact they make in the communities they serve.

#### **PURPOSE, MISSION AND VALUES**

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

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

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

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

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

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

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



## 4. GETTING STARTED

### ASSIGNMENT & EMPLOYMENT STATUS

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

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

Assignments will commence and terminate in accordance with the terms of an Assignment Agreement Letter ("AAL").

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

### BACKGROUND CHECKS

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

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

***Successful completion of a background check is a condition of employment and required prior to the start of an assignment (and is conducted annually while on assignment).*** Background checks may include verification of any information on the applicant's resume or application form. Failure to complete an authorization for a background check in a timely manner may result in a delay in being submitted to a position.

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

## **CREDENTIALS**

In order to be submitted to an open job opportunity, candidates must submit basic credentials such as licenses, BLS, etc. The Company provides a web-based solution that allows you to upload all required documents to this file. After documents are uploaded, the Company will conduct an expedited review of your file. You will receive an email following that review, communicating whether your documents are approved or whether additional action is required. In that case, you would be directed to login to the estaff portal <https://www.estaff365.com/Account/Login>.

## **DRUG SCREENING**

Travelers must submit to drug and/or alcohol testing prior to commencement of an assignment and annually while on assignment in accordance with the Company's Drug and Alcohol Policy which is to be reviewed annually.

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

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

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

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

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

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

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

## **FACILITY ORIENTATION**

Traveler orientation is unique to each client facility. After you are cleared by the facility, orientation information will be provided from your Recruiter. You must show proof of identity (picture ID) upon arrival to each assignment. In addition, you are required to carry all credentials, professional licenses, and a timecard for orientation at the client facility.

## **CONDUCT AT CLIENT SITES**

As a traveler working on a Company assignment, you will report to a client facility's supervisory staff. You

are responsible for following facility-specific guidelines and are expected to conduct yourself in a professional manner. If you have any questions about the application of a client's policy, you should talk with your facility supervisor, Recruiter, or Clinical Service Manager.

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

- Adhere to the facility's schedule.
- Travelers are ***required to float as necessary*** to any areas of practice within the Traveler's clinical competence and scope of practice, including age-based competencies. You may be asked to float to other units or other campuses as requested by the client facility. When floating to a new location or unit, we suggest you ask for a brief orientation, which may include a tour of the unit, medication and supply rooms, and a point of contact for any questions during the shift, including charting, policies and procedures, etc. Report for duty on time and be prepared to work.
- Conduct personal business only on scheduled break or lunch periods, or during non-working hours.
- Contact your Recruiter with any concerns, including those regarding payroll and housing.
- For any concerns related to your work at the facility, including policies, procedures, or patient-care related items, you should: (1) address the situation at the facility following the appropriate chain of command: i.e., unit manager, house supervisor, or unit manager. This should occur as soon as possible and within 24 hours of the incident. Discussions held in a timely manner enhance our ability to resolve concerns. Most concerns can be resolved at this level; and (2) notify your Recruiter.

## 5. COMPENSATION

The Company will pay travelers according to the pay rates indicated in the Assignment Agreement Letter (AAL) and in accordance with applicable federal, state, and local law.

Travelers generally are paid on a weekly basis, and the Company pays wages one week in arrears. Payroll distribution day generally is Friday. If the regular payday occurs on a holiday, the payday is the last working day prior to the holiday.

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

The Company will make good faith efforts to correct mistakes in payment. You must notify your Recruiter or Payroll immediately if you identify any errors. Reports of improper deductions or other payroll errors will be promptly investigated. Employees may question perceived errors in pay without fear of reprisal or discipline.

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

### TIME RECORDING AND REPORTING OBLIGATIONS

Travelers, as non-exempt employees, are responsible for their own recordkeeping and must record their time worked each day on a timesheet. It is your sole responsibility to record time using the provided time records, programs or devices. You should report any time record errors to your Recruiter or Payroll and are required to cooperate and assist with correcting any inaccuracies. The Company will pay Travelers for all the time they work without exception. Work time normally includes all activities directly related to a Traveler's job. If you are unsure about what counts as work time, you should ask your Recruiter or the Payroll Department.

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

1. Record your time daily and capture the time you began working, ended working and when you took your meal break. Working off-the-clock, or not recording work time on your timesheet, is not permitted by the Company and it is not appropriate for anyone to ask or suggest that it is acceptable for you to fail to record all work time.
2. Facility supervisor approval is required for any extended shift times. This includes clocking in prior to your shift start or working beyond your regularly scheduled end time. Failure to attain such approval or inaccurate time entries may result in disciplinary action and will make you ineligible for Guaranteed Hours Pay that week.
3. By signing a timesheet or submitting time electronically, you certify the accuracy of

all time recorded and that the information contained in the timesheet may be relied upon by the Company. We understand that on occasion mistakes can occur; however, falsifying, altering without appropriate authorization, tampering with time records, or recording time on another employee's time record is not acceptable and will result in disciplinary action up to and including termination; reporting to the Board of Nursing will occur as deemed appropriate by the Company

4. If you feel that you are being encouraged, pressured or forced to work without recording this time on your timesheet, you must immediately contact your Recruiter. The Company does not tolerate retaliation against any employee who in good faith reports a violation of the Company's time recording policy.
5. Time sheets are **due each Monday by 12 p.m. Mountain Standard Time (MST)**. To ensure prompt and timely pay, it is your responsibility to email/submit your time sheet accordingly to [payroll@fastaff.com](mailto:payroll@fastaff.com). **If signatures are not available by the Monday 12 noon (MST) deadline, please submit your timesheet and send a revised copy when signatures are received.** The only exception to the deadline of Monday at 12 p.m., is the final week of assignment. **Your final completed, approved and signed time sheet for the assignment is due 24 hrs after your final shift.**

**Required Information:** Prior to submitting your timesheet, make sure the following is included:

- Name.
- The exact time you start your workday, leave for your meal period(s), return from your meal period(s), and end your workday. ***Time is to be recorded down to the minute*** on the time sheet, including the correct dates.
- Signatures—you are responsible for obtaining a Facility supervisor signature on every day of your assignment. . If this is not possible, you must contact Payroll immediately to inform them of the issue and why you cannot fulfill this responsibility.

### **Submission**

- Timesheets must be emailed to [payroll@fastaff.com](mailto:payroll@fastaff.com)

In addition to complying with the Company's time recording policy, you must comply with any time recording and reporting requirements of your assigned client facility. You will be paid according to the hours recorded on your Company timesheet; however, if discrepancies are found, corrections to pay could be made.

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

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

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

Travelers are to receive an unpaid 30-minute duty-free meal period for each shift of over five (5) hours, unless state law provides differently. Record on your timesheet the exact time that you stopped work for

a meal period and the exact time that you returned to work at the end of the meal period. If a client facility uses time clocks, you should also clock in and out for meal breaks. If you are required by your supervisor to perform any work during the meal period, record this time spent working on your timesheet and obtain a facility supervisor's signature for that missed or interrupted meal break, and you will be paid for the time worked.

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

## **WORK WEEK**

For purposes of time keeping and time recording, the Company's work week begins at 7:00 A.M. on Sunday and concludes at 6:59 A.M. on the following Sunday.

## **HOLIDAYS**

If a shift at a facility starts on a Company-recognized holiday during the work week, then you will be paid at the holiday rate of 1.5 times your base rate of pay designated on the AAL for that entire shift.

Company recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

## **OVERTIME**

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

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

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

## **GUARANTEED HOURS PAY**

During an assignment Travelers will be scheduled to work a set number of hours per week, i.e. your Guaranteed Hours, and will be paid for all hours that they work. The number of hours will be set forth in a Traveler's AAL. If during a week in which a Traveler is scheduled to work those hours, and the hours worked do not equal the guarantee, then a Traveler may be eligible to be paid the difference in hours, at the Traveler's hourly base rate, to the extent to the Traveler is available to work all of the hours the facility scheduled or requested the Traveler to work week that week. ("Guaranteed Hours Pay"). A Traveler is not eligible for Guaranteed Hours Pay in any week where the Traveler requests time off, and will be paid actual hours worked that week.

Travelers will be considered to have been available to work if the Facility sends the Traveler home early during a shift or cancels the Traveler's shift due to staffing needs or low patient census. Travelers will not be considered available to work all of the hours the facility scheduled or requested the Traveler

work if any of the following occur during the work week:

- The Traveler starts a shift late, leaves early or volunteers to leave work early during a shift that week.
- The Traveler refuses to float or accept appropriate patient assignments based on skills or age specific competencies.
- The Traveler makes themselves unavailable to work at any point during the workweek, including for illness, personal reasons and requested time off.
- The Facility deems the Traveler ineligible to work for any reason other than for low patient census.
- The Traveler is permanently released by the Facility or Fastaff terminates the Traveler's assignment prior to the Traveler working all their scheduled shifts that week.

Travelers are responsible for obtaining confirmation from a facility supervisor each week during their assignment that they were available to work all shifts the Facility scheduled the Traveler to work and/or requested that the Traveler work. Travelers are ineligible for Guaranteed Hours Pay without this confirmation.

If your assignment ends early for any reason, a Traveler's eligibility for Guaranteed Hour Pay ceases on that date.

If a Traveler's time sheet for the week is not received by Fastaff by 12 p.m. Mountain Time on Monday or a Traveler does not otherwise comply with Fastaff's Time Sheet Policy, a Traveler will not be eligible for Guaranteed Hours Pay for that week.

Notwithstanding the above, Guaranteed Hours Pay does not apply during the first and/or last week of the assignment. Travelers will be paid for all hours that they actually work those weeks.

### **ON CALL**

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

### **CALL BACK**

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

**SICK LEAVE**

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

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



## 6. TRAVELER BENEFITS

### BENEFITS PROGRAM

The Company provides eligible Travelers with the option to enroll in medical, dental, and vision benefits, as well as life insurance and a 401(k) plan. The Company considers these important benefits and urges eligible Travelers to consider enrolling. Please note that Travelers will be required to complete a benefits election form in order to be eligible for benefits. The details of the benefits and coverage options can be found on the Nurse Portal or by contacting [Benefits@Fastaff.com](mailto:Benefits@Fastaff.com).

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

#### *Eligibility*

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

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

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

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

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

#### ***Military Family Leave Entitlements***

Eligible employees with a spouse, child, or parent on active duty or called to active duty status in the

Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment re- integration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness<sup>1</sup>; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

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

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

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

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

### ***Employee Responsibilities***

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

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

For leave taken because of an employee's own serious health condition, or to care for a covered family member with a serious health condition, you must provide the Company with a complete and sufficient medical certification from an authorized health care provider. You must provide such certification within

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

fifteen (15) calendar days of the request, unless it is not practicable under the particular circumstances to do so despite your diligent, good faith efforts. If you fail to provide the Company with a complete and sufficient certification, despite the opportunity to cure the certification as provided, or fail to provide any certification, the Company may deny the taking of FMLA leave. If you plan to take intermittent leave or work a reduced schedule, the certification must also include estimated dates and the duration of treatment or recovery, as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule. You may also be required to provide periodic recertification supporting the need for leave.

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

### ***Employer FMLA Responsibilities***

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

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

### ***Compensation During Leave***

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

### ***Continuation of Benefits***

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

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

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

### ***Job Reinstatement***

Under most circumstances, when an employee returns from a FMLA leave, the employee will be reinstated to his or her pre-leave position or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment to the extent the employee would have otherwise been

entitled to return to such position and retain such terms and conditions of employment had he or she not taken leave. If an employee has a serious health condition that renders the employee unable to return to work, the employee may be entitled to additional leave as a reasonable accommodation under the Americans with Disabilities Act or other state or local laws. Employees who take leave for their own serious health condition may be required to provide a “release to return” from their healthcare provider before returning to work. Fastaff may delay restoration to an employee who fails to provide such certification.

### ***Prohibited Practices***

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

### ***Enforcement***

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

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

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

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

## **CONTINUING EDUCATION PROGRAM**

The Company encourages professional development and offers continuing education benefits to Travelers through a partnership with MyFreeCE.com. You can participate in the MyFreeCE program if:

- You are active on a Company travel assignment, or
- You have completed a minimum 8-week Company assignment within the past three (3) months.

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

## **HOUSING AND TRAVEL**

### ***Housing***

The Company’s Housing and Travel team will assist you with securing a housing and travel solution to best suit your needs for each assignment. ***Please refer to your Assignment Agreement Letter (“AAL”) for more comprehensive details on the housing and travel expectations for each client assignment.***

Company-provided housing or a housing stipend is provided to cover the reasonable cost of housing for the length of your assignment. To be eligible for the stipend, you must represent that you are available to work that day or are absent from work due to sickness or disability and obtain a signature from a facility supervisor confirming the same.

The Company provides three options for housing.

1. Option 1: Company-Provided Housing. The Company will provide housing in a hotel or apartment to Travelers based on the assignment's facility, city, and the time of year you are working. Ideally, the Company attempts to place Travelers in housing that is within 10 miles of the facility and includes a kitchenette. If a kitchenette is not available, the minimum accommodations will include a microwave and a mini-fridge. If a microwave and a mini-fridge are unavailable, the company will make every effort to make your stay more comfortable.
2. Option 2: Housing Stipend. If the Traveler voluntarily elects to locate their own housing or where company-provided housing is not available during the assignment, the Company will provide a housing stipend at a pre-determined rate as a reimbursement for housing expenses for the length of the assignment and/or voluntary extension of that period and will include a stipend for the day the Traveler arrives at the location of the assignment, up to one day prior to the start of their assignment.. Travelers are not eligible for a housing stipend on a day that they are absent for an entire scheduled shift for personal reasons, i.e., reasons not because of disability or illness preventing work. The stipend will be paid each Friday, in arrears, the week after the housing expenses are incurred. The Company does not advance the housing stipend. If the assignment is within 75 miles of the Traveler's residence or the Traveler will be staying in his or her residence during the assignment, he or she will not be entitled to a housing stipend. Google Maps will be used to determine distances from the client facility.
3. Option 3: Hospital-Provided Housing. Occasionally the facility to which a Traveler is assigned will provide housing accommodations. When this is the case, the other two options might not be available.

### **Hotel Rules**

For Company-Provided Housing, the following rules apply:

- Hotel rates are negotiated based on a 31+ night stay. You will be allowed to move out within the first seven (7) nights of a reservation. After the initial seven (7) nights, you must stay in the hotel for a minimum of 31 nights prior to any other accommodation change. Only one hotel change is allowed per assignment, however you may select the housing stipend as an alternative.
- Hotel reservations may start up to one (1) day prior to the start of your assignment.
- The hotel rooms that are provided are standard single occupancy rooms. Any additional beds or suites and any incidental charges will be the responsibility of the Traveler to arrange and pay for directly with the hotel.
- Pets and additional occupants are allowed at many hotels, but there may be an additional fee that will be the Traveler's responsibility and must be paid directly to the hotel.
- Travelers are required to provide a credit card or debit card at check-in.
- If you work Day Shift, you will be expected to check out of the hotel the day after your final shift by check-out time. Any additional days will be charged to your debit

or credit card on file with the hotel.

- If you work Night Shift, Evening Shift, or Rotating Shift, you will be allowed to check out two days after successfully completing your assignment. Any additional days will be charged to your credit card on file. For example: If your assignment ends on January 16, you will need to check out of the hotel on January 18, by check out time, which is typically 11:00 a.m. local time.
- You will be responsible for any damage to property or furniture and any excessive cleaning that may be required.
- Parking accommodations will vary and are generally not reimbursable.
- When your assignment ends, you need to check out at the front desk and should obtain evidence of check-out. Failure to properly check out of the hotel may result in additional room charges that will be charged to your credit card. Failure to pay these charges may result in disqualification from future assignments.

### **Apartment Rules**

For Company-Provided Housing, the following rules apply:

- Apartments are occasionally offered based on the facility and availability and will not be available if there is any pre-planned time off. Unless otherwise noted, apartments may only be extended to experienced Company Travelers.
- Apartments require a lease to be signed. Therefore, moving out of an apartment during an assignment is not allowed. Most apartments require a three (3)-month lease to be signed.
- All apartments are non-smoking and exclude parking.
- Apartments are not pet-friendly and exceptions are not permitted.
- Travelers will be responsible for any damage to property or furniture and any excessive cleaning that may be required.
- ***If, for any reason, you do not fulfill the length of your assignment you may be responsible to pay for the remaining time left on the lease. You will be required to fill out a credit card authorization form for any deposits, fees or housing costs overages.***
- ***When vacating an apartment, any keys or FOBs must be returned to avoid incurring any fees for replacement.***

### **Housing Stipend Rules**

- The housing stipend is paid and included in your weekly paycheck and calculated on a daily basis.
- If you do not maintain a permanent tax residence, then the total housing stipend will be taxed. Please refer to the "Permanent Residence Tax Form" in your Traveler paperwork to sign to ensure that we have the appropriate information in your file.
- The housing stipend begins one day prior to the start of your assignment. Any transition from Company-provided housing to the housing stipend or from the housing stipend to Company-provided housing ***MUST*** occur on Sunday. If you choose to transition to the stipend, you must notify Housing and Travel in writing, the Wednesday prior to any transition. If you choose to transition into Company-provided housing, you must notify housing, in writing, at least five (5) calendar days prior to any transition so that reservations can be secured.

- A transition from Company-provided housing to the housing stipend **WILL NOT** be permitted for the final week of the assignment.

### ***Travel***

The Company offers to pay for transportation to and from the Traveler's home/state of residence to the assignment location, unless you elect to terminate your assignment early, in which case you will be required to pay for your transportation home. You will be offered a roundtrip airline ticket from your home to the location of the assignment. You do not have to fly to the assignment, and instead may choose to take your own transportation. Travelers assume responsibility and expense for their daily commute to and from the worksite facility while on the employment assignment.

The Company provides the following guidelines for travel:

1. Option 1: Company-Provided Travel. The Company will attempt to book a flight from the airport of your choice to the closest logical airport to the client facility, but based on flight availability and hospital budget guidelines, alternate area airports may need to be considered.
2. Option 2: Employee-Provided Travel. If a Traveler elects to drive to an assignment, that is more than 50 miles away from the Traveler's tax home, Fastaff will reimburse mileage at the applicable IRS standard mileage reimbursement rate for miles from your tax home to the assignment location and then from the assignment location back to your tax home, with a maximum of 550 miles each way.

### **Company-Provided Travel**

For Company-Provided Travel, the following rules apply:

- Flights will be booked once the facility clears you to start work.
- Travel to and from your home airport is your responsibility.
- Flights will be booked based on availability and cost.
- Direct flights cannot be guaranteed.
- The Company will try to avoid multiple stops, connections, or layovers when possible. If a requested flight is out of budget for the assignment, a flight will be chosen that is as close to the budget as possible.
- You will be contacted within fourteen(14)days of the end of your assignment to arrange travel home.
- If you request a flight on or before the final day of your assignment you must submit a valid copy of your schedule for the final week of your assignment to the Housing & Travel Department seven (7) days before the end of the assignment.
- In order to ensure sufficient time to get to the airport, flights will not be booked within four (4) hours of the end of your final shift.
- If you wish to change a flight after it has been booked, you must cover any change fees or fare increases.
- You will be reimbursed up to \$50 for luggage unless the airline provides a free checked bag. Receipts must be submitted for luggage reimbursement.

### **Employee-Provided Travel**

For Employee-provided travel, the following rules apply:

- Mileage is calculated, using Google Maps, based on the permanent address zip code

the Company has on file and within 50-mile radius from the facility zip code of where you are assigned.

- Mileage will only be paid for assignments that are 50 miles or further from your permanent address on file.
- Mileage to the assignment will be paid in the first paycheck for each assignment.
- Mileage home from the assignment will be paid on the second Friday following the end of the assignment.
- If you want a specific flight to or from your assignment, you are encouraged to book the flight on your own and you will be reimbursed for the flight based on the IRS recommended rate per mile at a maximum of 550 miles from your home zip code to the facility zip code.

#### **Tax Treatment**

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



## **7. POLICIES AND PROCEDURES**

### **EMPLOYMENT AT WILL**

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

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

The Company is dedicated to the principles of equal employment opportunity and conducts all hiring and employment practices strictly in accordance with applicable federal, state and local fair employment practices laws. Discrimination in employment on the basis of any classification protected under federal, state or local law is a violation of our policy and is illegal. The Company provides equal employment opportunities to all qualified employees and applicants for employment without regard to age; race (including traits associated with race, including, but not limited to, hair texture and protective hairstyles); caste; religion; creed (including religious dress and grooming practices); color; national origin; ancestry; height; weight; sex; sexual orientation; gender (including gender identity and expression); alienage or citizenship status; military or veteran status; physical or mental disability (actual or perceived); medical condition; AIDS/HIV; denial of family and medical care leave; genetic information; predisposition or carrier status; pregnancy status; childbirth; breastfeeding (or related medical conditions); marital status or registered domestic partner status; political activity or affiliation; arrest record; status as a victim of domestic violence, sexual assault, or stalking; taking or requesting statutorily protected leaves; off-duty marijuana use (when protected by law); reproductive health decision-making; driver’s license status; or any other attribute or characteristic protected by applicable federal, state and local laws. The Company also prohibits discrimination based on the perception that anyone has any of those characteristics, is associated with a person who has or is perceived as having any of those characteristics, or because of the intersection or combination of any of those characteristics. Equal employment opportunity applies to all terms and conditions of employment, including, but not limited to, recruitment, advertising, testing, screening, selection, hiring, placement, promotion, demotion, transfer, leave of absence, compensation, training, disciplinary action, termination, layoff, reduction in force, recall, benefits, social and recreational programs and all other conditions and privileges of employment in accordance with applicable federal, state and local laws.

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

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

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

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

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

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

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

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

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

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

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

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

Sexual and other unlawful harassment violates Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. The Company expressly prohibits any form of unlawful employee harassment or discrimination based on an individual's age; race (including traits associated with race, including, but not limited to, hair texture and protective hairstyles); height; weight; religion; caste; creed (including religious dress and grooming practices); color; national origin; ancestry; sex; sexual orientation; gender (including gender identity and expression); alienage or citizenship status; military or veteran

status; physical or mental disability (actual or perceived); medical condition; AIDS/HIV status; denial of family and medical care leave; genetic information; predisposition or carrier status; pregnancy status; childbirth; breastfeeding (or related medical conditions); marital status or registered domestic partner status; political activity or affiliation; status as a victim of domestic violence, sexual assault, stalking, or other qualifying act of violence; arrest record; taking or requesting statutorily protected leaves; off-duty marijuana use (when protected by law); reproductive health decision-making; driver's license status; or any other classification protected by applicable federal, state or local laws. This policy also prohibits harassment, discrimination and retaliation based on the perception that anyone has any of the protected characteristics, is associated with a person who has or is perceived as having any of those characteristics, or due to the intersection or combination of any those characteristics. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

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

## ***Definitions***

### **Discrimination Defined**

As used in this policy, “discrimination” is defined as the unequal treatment of an employee or applicant in any aspect of employment, based solely or in part on the employee’s, or applicant’s, protected characteristic, including their perceived protected characteristic, or the intersection or combination of any protected characteristic. Discrimination includes unequal treatment based upon the employee’s or applicant’s association with a member of these protected classes.

Discrimination may include, but is not necessarily limited to, hostile or demeaning behavior toward applicants or employees because of their protected characteristic; allowing the applicant’s or employee’s protected characteristic to be a factor in hiring, promotion, compensation or other employment-related decisions unless otherwise permitted by applicable law; and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected characteristic.

### **Harassment Defined**

As used in this policy, “harassment” is defined as unwelcome disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected characteristics listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or e-mails), or physical conduct (such as physically threatening another person, blocking someone’s way, or making physical contact in an unwelcome manner).

### **Sexual Harassment Defined**

As used in this policy, “sexual harassment” is defined as harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression or sexual orientation. It may include all of the actions described above as “harassment,” as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be of a sexual nature or be motivated by sexual desire. It may include situations that began as reciprocal relationships but that later cease to be reciprocal.

Sexual harassment is generally categorized into two types:

1. Quid Pro Quo Sexual Harassment (“this for that”)
  - a. Submission to sexual conduct (or other harassing conduct) is made explicitly or implicitly a term or condition of an individual’s employment.
  - b. Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the individual.
2. Hostile Work Environment Sexual Harassment
  - a. Unwelcome conduct on the basis of sex, gender, gender identity, gender expression, or sexual orientation by any person in the workplace that unreasonably interferes with an employee’s work performance and/or creates an intimidating, hostile or otherwise offensive working environment. When unwelcome, examples include:
    - i. Sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations,

notes, e-mails, voicemails or gifts.

- ii. Sex, gender or sexual orientation–related comments, slurs, jokes, remarks, or epithets.
- iii. Leering, obscene, or vulgar gestures or making sexual gestures.
- iv. Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters.
- v. Impeding or blocking movement, touching, or assaulting others.
- vi. Reprisals or threats after a negative response to sexual advances.
- vii. Conduct or comments consistently targeted at one gender, even if the content is not sexual.

### ***Complaint Reporting Procedure***

The Company is committed to placing Travelers in work environments where they are treated with decency and respect. If you believe that you have been subjected to harassment or discrimination, have observed harassment or discrimination of another employee, or if you believe that a Company supervisor or any of the individuals supervising you at the client facility have engaged in discrimination or harassment, you must promptly report that immediately to your Recruiter, or Clinical Services Manager or Human Resources, a form is available at

<https://secure.rightsignature.com/templates/1771d8c8-b6df-4972-a988-2a41082f0509/template-signer-link/194d5f66750da1a8f52e9cff25a23efc>

Under no circumstances need the individual report the harassment to the person he or she is accusing of harassment. Any Company representative who receives a complaint of harassment and/or becomes aware of inappropriate conduct, including conduct prohibited by this policy, must immediately notify Human Resources.

In addition to the Company's internal complaint procedure, employees should also be aware that the federal Equal Employment Opportunity Commission ("EEOC") and, in California, the CRD, investigate and, in appropriate cases, prosecute complaints of harassment, discrimination, and retaliation in employment. The EEOC and CRD may, after a hearing, award damages to individuals actually injured as a result of such conduct, as well as other remedies. Employees have three years to file a complaint with the CRD. Information about the EEOC complaint procedure can be found on its website ([www.eeoc.gov](http://www.eeoc.gov)), or by calling 1-800-669-4000 (English), or 1-800-669-6820 (TTY). Information about the CRD can be found on its website ([www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov)), or by calling 1-800-884-1684 (English), or 1-800-700-2320 (TTY).

### ***Investigation and Resolution***

When an employee or other covered individual reports harassment, discrimination, or other misconduct under this policy, then the Company will use qualified personnel to conduct a fair, impartial, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The steps of an appropriate investigation cannot be fixed in advance, but will vary depending upon the nature of the allegations. The Company will utilize appropriate documentation and tracking to ensure reasonable progress, timely response to the complaint, and timely closure of the investigation. The Company will seek to maintain confidentiality throughout the investigative process to the extent possible, but cannot maintain complete confidentiality, consistent with the Company's need to comply with applicable law and to undertake a prompt, full, and thorough

investigation. Upon completion of the investigation, the Company will resolve the complaint and take appropriate remedial measures if misconduct is found during the investigation. Remedial actions may include, but are not necessarily limited to, oral or written counseling, referral to formal counseling, disciplinary suspension or probation, and/or discharge from the Company.

### ***Non-Retaliation***

The Company expressly prohibits retaliation against anyone for reporting a belief that they have been the target of unlawful discrimination or harassment or for participating in an investigation. As used in this policy, “retaliation” is defined as any adverse employment action taken against an applicant or employee because that person engaged in activity protected under this policy or reasonably thought to be protected under this policy.

An “adverse employment action” is conduct or an action that materially affects the terms and conditions of the applicant’s or employee’s employment status or is reasonably likely to deter the person from engaging in protected activity. Even an action that does not result in a direct loss of compensation or in termination may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include, but are not limited to, demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently, such as denying an accommodation; not talking to an employee when otherwise required by job duties; or excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any employee who believes they have been retaliated against in violation of this policy must immediately notify their Recruiter or Clinical Services Manager or Human Resources. If an employee feels that someone has retaliated or threatened retaliation against them because of a complaint or participation in an investigation, the employee must follow the procedures listed in the Complaint Procedure section above, and the investigation of the allegations of retaliation will follow the procedures set forth in this policy. The Company will investigate all claims of retaliation, and, where appropriate, take prompt corrective action.

### ***Training***

All California-based employees are required to attend mandatory sexual harassment training, including a component on abusive conduct, as well as harassment based on gender identity, gender expression, and sexual orientation, in accordance with applicable law. All California-based employees will receive this training within six months of their hire and, if applicable, assumption of a supervisory position. Thereafter, all California-based employees will receive this training at least once every two years. All California-based seasonal or temporary employees, or any other employees hired to work for less than six months, will receive this training within 30 calendar days after their hire date or within 100 hours worked, whichever occurs first.

The CRD provides free online training courses on preventing sexual harassment and abusive conduct in the workplace that satisfy California’s legal training requirements and which may be accessed at the CRD website at <https://www.calcivilrights.ca.gov/shpt/>.

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

The Company is committed to the highest possible standards of ethics, openness, propriety and

accountability. In line with this commitment, we expect and want our employees (or anyone else) to report any suspected (actual or threatened) violations of any law, rule or regulation.

Some examples of conduct that must be reported are:

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

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

## **ATTENDANCE POLICY**

The Company, its client facilities—and their patients—rely heavily upon Travelers, so dependability, punctuality, and a commitment to the job are essential qualities in our employees. You are required to arrive at work on time on your scheduled work days and work all scheduled hours. If an unexpected work absence cannot be avoided and will make you late or absent from work, you are responsible to notify your on-site facility supervisor and follow all facility specific instructions, including the number of hours prior to your shift start time that a call-out is accepted. You are also responsible to notify your Recruiter and document the missed time appropriately on your timesheet.

Requests for time off during assignment must be submitted to your Recruiter and your on-site facility supervisor in writing. They must include the dates requested off and the date to return to work. No scheduling requests can be guaranteed and if permission is not granted by your facility supervisor or Recruiter, you are expected to work the scheduled time. If granted, these dates must be recorded on your timesheet as requested days off.

Additionally, leaving work early, not fulfilling overtime commitments, excessive absenteeism, or failure to call in are some examples of absenteeism that may be subject to disciplinary action. Unless there are extenuating circumstances, after more than three (3) business days of unexcused and unreported absences from work, you will be deemed to have abandoned your job and, subject to the Company's discretion, may be dismissed.

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

## **CLIENT PROPERTY**

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

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

## **CONFLICTS OF INTEREST**

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

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

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

## **COMMITMENT TO DIVERSITY**

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

## **DISCIPLINE**

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



Company's sole discretion. If you are subjected to discipline by an on-site supervisor at the client facility, you must notify Human Resources and your recruiter immediately.

The Company will report certain clinical and/or policy and procedure violations to the applicable State Board(s) of Nursing, or other regulatory authorities as appropriate, according to The Joint Commission and state specific regulations. In such instances, a Traveler will be given notice of such action(s) within fifteen (15) business days of the notification being made.

## **DRESS CODE**

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

Dress codes vary from facility to facility. The Company requires employees to satisfy facility-specific uniform policies, including appearance guidelines that may affect infection control or safety standards. Employees who do not meet the dress requirements may be asked to correct their appearance.

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

## **DUTY TO REPORT FELONY CONVICTIONS**

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

## **ELIGIBILITY FOR RE-EMPLOYMENT**

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

## **EMPLOYMENT VERIFICATION**

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

A written request for employment verification information must be submitted via mail or fax to Human

Resources using the address or fax number found in the Key Contact Information section.

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

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

For emergency situations, which occur outside normal business hours, a recording will direct you to the appropriate party for your circumstances. Please remember, contacting the on-call resource is reserved for emergency situations only. When contacting the on-call resource, they will ask you qualifying questions to determine whether or not your issue is an emergency that cannot wait until the next business day. If your issue is not deemed to be an emergency, you should contact your recruiter with any concerns you may have. After hours support is available for situations related to travel or housing situations. Pay issues or attendance issues will be dealt with on the next business day.

## **INSPECTION & SEARCHES**

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

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

## **LACTATION BREAKS**

The Company supports a Traveler who chooses to breastfeed an infant child. The Company will provide a reasonable amount of break time during the workday, in addition to the standard breaks that a Traveler receives, to accommodate an employee's need to express milk for the employee's child. In certain circumstances where permitted by law, such additional break time provided may be unpaid. We recognize that the schedule may need to vary over time. Therefore, break times for this purpose should, if possible, be taken concurrently with other break periods already provided, but breaks may be scheduled as frequently as necessary, and may continue for a reasonable time beyond breaks already provided. Travelers should notify a clinical manager or a member of human resources to request time to do so. You will be provided a room or other private accommodations appropriate for the expression of milk. The Company will also comply with additional requirements created by state and local laws.

## **PERSONNEL RECORDS**

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

respond to employee requests for personnel records pursuant to applicable state law.

You are responsible for updating your personal information with the Company. If any of the following information changes, promptly make updates by notifying your Recruiter or Human Resources at [HR@fastaff.com](mailto:HR@fastaff.com)

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

## **SAFETY**

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

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

## **SMOKING AND TOBACCO FREE WORKPLACE**

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

## **SOCIAL MEDIA GUIDELINES**

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

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

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

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

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

- While a great forum for sharing experiences, social media is not the best avenue for sharing grievances that should be resolved with your Recruiter or the hospital directly. Consider giving your partners a chance to resolve your issue before sharing it in a public forum.
- HIPAA laws apply to patient confidentiality on social media. There is never an exception to posting a patient's information on social media, which includes photo images or videos inside the facility where you are working. Travelers are expected to protect patients' confidential information and to comply with HIPAA in all circumstances, including social media postings.
- The Company's social media team replies to questions and comments on the Company's official social media accounts. We welcome you to participate in the conversation, however, please do not imply that you are authorized to speak as a representative of the Company or use the Company's logo in a way that could give the impression that you are speaking for the Company. This also applies for the facility in which you are working, so be careful not to imply that you are an official representative of the client facility.
- All Company policies, rules and guidelines apply to social media activities, including but not limited to policies regarding harassment and discrimination. Employees are also cautioned to observe all applicable laws in their use of social media.

Travelers must report any perceived violations of this policy immediately to their Recruiters or Human Resources.

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

## **DISTRIBUTION OF LITERATURE**

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

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

## **SUBSTANCE ABUSE POLICY**

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

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

Testing for substances is an important element in the Company's efforts to provide a safe and productive work environment for all employees. The Company's Drug and Alcohol policy outlines the expectations of our program. Please refer to this separate statement, Human Resources, or your Recruiter if you have specific questions.

## **WORKERS COMPENSATION**

If you are injured on the job, you must immediately report the injury to your on-site supervisor and your Recruiter or Clinical Services Manager, and the Company's Workers' Compensation carrier, Gallagher Bassett, at (888) 876-7764. You must report all work-related injuries as soon as reasonably possible and within 24 hours to Gallagher Bassett in order to be eligible for Workers' Compensation. If medical treatment for an on-the-job injury is needed, please refer to your injury counselor or workers' compensation carrier assigned adjuster. If claim is not reported in a timely manner you may be responsible for the cost of treatment.

## **WORKPLACE VIOLENCE PREVENTION**

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

## 8. PATIENT CARE AND PATIENT SAFETY

### CLINICAL REPORTING

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

If you have a concern about the quality of patient care or any other serious concern regarding the facility where you are working, please reach out to your recruiter and [clinicalservices@fastaff.com](mailto:clinicalservices@fastaff.com). The Joint Commission also encourages you to share your concerns with them. You may do so at <http://jcwebnoc.jcaho.org/QMSInternet/IncidentEntry.aspx>. It is the Joint Commission's policy to treat your name as confidential information and to not disclose it to any other party. However, it may be necessary to share the complaint with the subject organization in the course of a complaint investigation. Joint Commission policy forbids accredited organizations from taking retaliatory actions against employees for having reported quality of care concerns to the Joint Commission.

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

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

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

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

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

Three broad goals have shaped the HCAHPS survey:

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

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

## **PATIENT SAFETY**

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

## **EVENT TYPES**

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

- Sentinel events are a subcategory of adverse events and represent the most significant level of patient harm, resulting in death or unanticipated major loss of function.
- Additionally, egregious acts such as suicide, abduction and acts of violence can be categorized as sentinel in nature and subject to review by The Joint Commission.

## **ROOT CAUSE ANALYSIS**

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

## **NO-BLAME CULTURE**

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

## **9. STATE AND/OR LOCAL REQUIREMENTS**

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



## **CODE OF CONDUCT**

### **GENERAL RULES OF CONDUCT**

In addition to conduct that violates other Company policies set forth in this Handbook, the following conduct is prohibited and will not be tolerated. The following list is not exhaustive; other conduct that interferes with or threatens the security, personal property, employee welfare and the Company's operations also may be prohibited. The Company will not tolerate violation of these rules of conduct and will enforce these rules through disciplinary action up to and including termination.

- Falsification of employment records, application forms, employment information or other Company records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card.
- Theft, or deliberate or careless damage of any Company, Facility or housing property or the property of any employee or patient.
- Provoking a fight or engaging in other violence during your assignment.
- Participating in horseplay, scuffling, misconduct, or practical jokes while on duty.
- Carrying firearms, knives, or any other dangerous weapons on Company or Facility property and/or premises at any time in accordance with state law exceptions.
- Consuming, possessing or being under the influence of alcohol and/or illegal drugs during working hours.
- Insubordination, including, but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of Company or Facility management, failure or refusal to perform work assigned, or the use of abusive or threatening language toward a supervisor or member of management.
- Unreported absences or excessive, unexcused tardiness from work.
- Unauthorized use of Company or Facility equipment, time, materials, facilities, or the Company name.
- Smoking in places other than the designated areas at the Facility.
- Tampering with fire extinguishers unless authorized.
- Failure to observe working schedules, including rest and lunch breaks.
- Failure to return promptly at end of breaks.
- Engaging in criminal conduct on Company or Facility premises or while conducting Company or Facility business.
- Soliciting, without permission, other employees for membership, funds or other similar activity in connection with any outside organization during your working time or the working time of the employee solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas.
- Failure to obtain permission to leave work for any reason during normal working hours.
- Abuse of paid leave.
- Removing or borrowing Company or Facility property without prior authorization. This includes the unauthorized disclosure or access to confidential information, including that maintained by Company or Facility data processing systems.
- Posting or removing notices or signs on bulletin boards or elsewhere on Company or Facility property without permission.

- Making or accepting excessive personal telephone calls during your working hours.
- Using profane or abusive language in the workplace.
- Violation of any safety, health or security rules.
- Working overtime without authorization or refusing to work assigned overtime without good cause.
- Consistent failure to perform up to expectations.
- Failure to immediately report a personal injury sustained while on assignment.
- Committing a fraudulent act or a breach of trust.
- Failure to adhere to any policies contained herein.

The standard of conduct list above provides a general outline of some of the more egregious types of behavior that the Company will not tolerate but does not constitute any limiting definition of “cause” or “grounds” for termination.

## **DISCRIMINATION/HARASSMENT/RETALIATION COMPLAINT FORM**

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

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

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

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

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

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

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

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

**Today’s  
Date:**\_\_\_\_\_

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

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

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

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[illegible]

conduct.

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

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

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

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

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

Employee Signature:

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

Signature of Human Resources Business Partner  
Reviewing Complaint:

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

# **DRUG AND ALCOHOL POLICY**

## **I. Effective Date of Policy**

This Drug and Alcohol Policy ("Policy") is effective February 6, 2021 and supersedes any and all previous Drug and Alcohol policies.

## **II. Purpose**

Fastaff, LLC and U.S. Nursing Corporation (the "Company") are committed to a safe, healthy, and productive work environment for all employees free from the effects of substance abuse. Abuse of alcohol, drugs, and controlled substances impairs employee judgment, resulting in increased safety risks, injuries, and faulty decision-making.

## **III. Scope**

This Policy applies to all employees and applicants of the Company. All employees have been issued a copy of the Company Policy, describing under what conditions employees will be tested.

## **IV. Statement of Policy**

To ensure a safe and productive work environment, the Company prohibits the use, sale, unauthorized dispensation, manufacture, distribution or possession of alcohol, drugs, controlled substances, or drug paraphernalia on any Company or client premises or worksites. This prohibition includes Company-owned vehicles, or personal vehicles being used for Company business or parked on Company or client property.

No employee shall report to work or be at work with alcohol or any amount of prohibited drugs in the employee's system. Using, selling, attempting to sell, possessing, transferring, purchasing, sharing or manufacturing illegal drugs or possessing any drug paraphernalia related to illegal drugs or testing positive for illegal drugs in a Company-initiated drug test is unacceptable and will result in disciplinary action up to and including termination.

### *Prescription Drugs*

When drugs are prescribed by a medical professional, an employee should ask the prescribing professional whether each prescribed drug has side effects which may impair the employee's ability to safely perform the employee's job duties. If the answer from the medical professional is yes, the employee shall obtain a statement from the medical professional indicating any work restrictions and duration. The employee shall present that statement to his or her Clinical Manager and on-site supervisor prior to going on duty. Based on the information provided from the medical professional, the Company may temporarily remove the employee from safety-sensitive positions, if deemed appropriate. Safety-sensitive positions are supervisory, management, or other positions where an impairment caused by drug or alcohol use would threaten anyone's health or safety.

Any violation of this Policy will result in disciplinary action up to and including termination.

## **V. Categories of Drug and Alcohol Testing**

To promote a safe and productive work environment, the Company will conduct the following types of drug and alcohol testing:

**A. Pre-Employment Testing:**

All applicants for employment will be required to take a drug test once they are submitted to a position. An employee must submit to a drug screen prior to the commencement of a travel assignment with the Company.

**B. Annual Testing:**

An employee must submit to an annual drug and/or alcohol test to maintain eligibility for travel assignments with the Company. If while on assignment or prior to the next travel assignment, an employee's most recent drug screen was completed more than 12 months ago, the employee must repeat testing. To remain eligible to work at the current assignment, Annual testing must be completed prior to the expiration of the most recent testing.

**C. Client Specific Pre-Assignment Testing:**

Contractually, a client facility may require a specific drug and/or alcohol screen or a screen within a timeframe that is different than the Company's requirement. An employee must submit to this client specific pre-assignment testing in order to be considered for placement at the client's facility. Submission to a client requested drug and/or alcohol screen is a condition of employment and refusal to submit to a client requested drug screen is a violation of this Policy and will result in termination of the client assignment.

**D. For-Cause/Reasonable Suspicion Testing:**

An employee may be asked to submit to tests for alcohol and/or drugs if there is a good faith reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours or while on Company property or has questionable medication administration practices or have otherwise violated this Policy.

**E. Post-Accident Testing:**

An employee may be required to take a drug and/or alcohol test following an accident or incident where drug or alcohol use is suspected.

**F. Return to Duty/Follow-up Testing:**

If the Company allows an employee to return to work following a positive test result, it is mandatory that the employee must first pass a drug test and subsequently submit to a program of unannounced testing for a period of not more than twelve (12) months from the date of return to duty.

## **VI. Discipline**

Employees and applicants have a right to refuse drug or alcohol testing. However, (1) refusal to comply with any category of testing, (2) testing positive for illegal drugs or alcohol, (3) interfering with drug and alcohol testing, and/or (4) using drug and alcohol during working hours is considered a violation of this Policy and can result in disciplinary action up to and including termination of employment subject to applicable state and local laws.

## **VII. Voluntary Treatment**

The Company supports sound treatment efforts. Whenever practical, the Company will assist employees in overcoming drug, alcohol, and other problems which may affect employee job performance, as long as this Policy has not already been violated.

If an employee seeks treatment for drug or alcohol use, the employee may be eligible to go into a drug and/or alcohol treatment program either through the Company's Employee Assistance Plan (EAP), medical insurance program, or at his or her own expense.

More information regarding availability of treatment resources and possible insurance coverage for treatment services is available from the Human Resources Department.

## **VIII. Safeguards/Confidentiality**

The Company's drug screen analysis is accomplished through urinalysis testing. Alcohol testing may be accomplished through breath testing. Samples will be collected under reasonable conditions and in a sanitary environment designed to maximize employee's privacy while minimizing the possibility of sample tampering. In the event the drug and/or alcohol test results are not achieved due to a diluted sample, a second test will not be performed on the sample and the person will be required to re-test.

All drug tests are performed by a government-certified outside laboratory. All government-certified outside laboratories strictly follow chain of custody guidelines to ensure the integrity of the testing process. The Company shall use a Medical Review Officer (MRO) who will receive the laboratory results of the testing procedure. The MRO shall be a licensed physician and have knowledge of substance abuse disorders and the appropriate medical training to evaluate positive results, medical histories, and any other relevant biomedical information. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

### *Negative Test Result*

If the results of the initial test are negative no additional tests on the specimen will be conducted.

### *Diluted Test Results*

A diluted specimen is a urine sample that has higher water content than the average specimen, which minimizes the drug levels visible in the urine. Sometimes dilution is intentional, but it can happen accidentally as well. If the drug levels do not reach a certain cut-off point established by the laboratory, the specimen will not be marked positive for the drug even if it



is detected in the sample. As a result, if a drug screen result is classified as Negative / Dilute, the employee must repeat testing within 48 hrs. Failure to comply is considered a violation of this policy.

However, if a drug screen result is classified as Positive / Dilute, the sample will be sent to the MRO for review and confirmatory testing using the same process as the initial positive test result discussed below.

#### *Positive Test Result*

If the results of the test are positive, that is, if the results exceed the permitted levels for any of the drugs tested or if a blood alcohol test comes back positive, a second confirmatory test shall be performed. Only specimens that are confirmed positive on the second (confirmatory) test are reported positive to the MRO for review and analysis. The MRO will discuss the results with the employee personally, in the case of a positive test result. The MRO has the responsibility of reporting to the Company whether the test results are positive or negative.

An applicant or employee who does not pass a drug test may request that the original sample be analyzed again at the individual's expense by a government certified laboratory. All requests for an independent analysis must be made in writing within 72 hours of notification of a confirmed positive test result.

#### *Confidentiality*

Each applicant or employee will have an opportunity to discuss the drug and/or alcohol test with a Medical Review Officer in a confidential setting. Each applicant or employee will be given written notification of a positive drug test result. Upon his or her request, the applicant or employee will be provided with a written copy of the positive test result. Upon written request within seven days of taking the test, an employee may access records relating to his drug and/or alcohol test. Results of drug screening will be kept confidential to the extent possible, but may be shared with Company clients involved in the assignment process as necessary and in accordance with applicable laws.

## ACKNOWLEDGMENT

I have received a copy of the Fastaff, LLC. and U.S. Nursing Corporation Drug and Alcohol Policy, and read and understand that I must abide by the terms of the Policy in order to obtain or continue my employment with the Company.

For employees: I understand that this Policy in no way modifies my status as an at-will employee and in no way implies, infers, or guarantees my continued employment for any definite term. Employment is at-will and subject to termination by the Company or the employee at any time, with or without notice and with or without cause.

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Signature

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Date

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Name

# ACKNOWLEDGEMENT



## Acknowledgement of Receipt of Traveler Employee Handbook

I have received the current Traveler Handbook and have read and understand the material covered. I have had the opportunity to ask questions about the policies in the Handbook, and I understand that any future questions that I may have about the Handbook or its contents will be answered by Human Resources personnel upon my request.

I agree to and will comply with the policies, procedures and other guidelines set forth in the Handbook.

I understand that the policies set forth in this Handbook (and in any applicable state appendices) govern the terms of my employment except to the extent that the terms of my employment may be governed by a collective bargaining agreement.

I understand and acknowledge that this Employee Handbook supersedes all prior oral or written statements by the Company concerning its employment policies, guidelines, and benefits. I understand that the Company reserves the right to change, modify or abolish any or all of the policies, benefits, rules and regulations contained or described in the Handbook as it deems appropriate at any time, with or without notice.

I acknowledge that neither the Handbook nor its contents are an express or implied contract regarding my employment and that my employment with the Company is and remains "at-will."

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Name

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Date