This Employment Terms & Conditions Booklet contains the Terms and Conditions of your employment with Cross Country Staffing and any of its affiliates.

It also contains important information that will be helpful to you throughout your assignment.
Welcome to the Cross Country Staffing Family!!!

We want you to have a smooth transition and a rewarding experience, both on and off the job. As the pioneer and leader in the healthcare staffing industry, we have developed a very comprehensive and supportive range of employee services. We encourage you to familiarize yourself with the terms of your employment outlined in this Booklet.

Wherever your work experience may take you, it is important that you know we are never more than a phone call away. Don’t hesitate to let your Company Representative know how we can help you. You are our most valued resource and we want to do everything we can to support you and the important work you do.

Thank you for joining our team!!! We applaud your career choice and wish you the best of luck in the unique and exciting opportunities that lie ahead.

Vickie L. Anenberg
President, Cross Country Staffing
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I. GENERAL INFORMATION

A. Purpose of Handbook

This handbook outlines the policies, procedures, benefits, and expectations of our employees. It is your responsibility to review the contents of this Employment Terms & Conditions Booklet (the “Booklet”), as it will answer many questions about working with Cross Country Staffing and any of its affiliates (the “Company”). The Company reserves the right to change, add to, or delete any of the provisions in this Booklet at any time. Therefore, please understand that nothing in this Booklet constitutes a promise or guarantee of a specific term or condition of employment.

B. Agreement

This Booklet, together with your Assignment Confirmation Notice and any addendums (such as a meal period waiver, etc.) thereto collectively constitute the entire understanding and Agreement between you and the Company with respect to your employment and supersedes all prior Agreements, understandings and representations of any kind. Any reference to your employment agreement with the Company shall be deemed to include this Booklet, your Assignment Confirmation Notice and any addendums thereto.

C. Assignment Confirmation Notice – Travel & Contract only

You will receive an Assignment Confirmation Notice for each assignment or placement you accept with the Company. The Assignment Confirmation Notice will set forth the specific details pertaining to an assignment or placement which you have accepted. Once you have read the Assignment Confirmation Notice and this Booklet, sign the Assignment Confirmation Notice and return to the Company. Please keep a copy of the Assignment Confirmation Notice along with this Booklet for your records and quick reference. By signing the Assignment Confirmation Notice, you acknowledge you have read this Booklet and you agree to be bound by all of the terms and conditions herein.

D. Assignment Confirmation – Per Diem

You will receive a verbal and/or email confirmation from the Branch Office for each per diem assignment or placement you accept with the Company. The Staffing Team will set forth the specific details pertaining to an assignment or placement which you have accepted. You are responsible to contact the Company at least every two weeks regarding your availability to accept daily assignments. If you fail to remain in contact with the Company regarding your work availability or if you refuse any suitable offer(s) of work without good cause, this may have an effect on your continued employment. Please keep a copy of this Booklet for your records and quick reference.
II. TERMS & CONDITIONS OF EMPLOYMENT

A. Requirements

1. You hereby accept the terms & conditions of your employment and you further agree that you are obligated to render services competently, conscientiously, and to the fullest extent of your ability to the end date of your assignment.

2. In order for your work experience not to be delayed, you must possess legible originals and submit photocopies of the following documents to the Company prior to the time frame stipulated in your Assignment Confirmation Letter, if applicable:

- A valid professional license for the State of your assignment and/or a registration or professional certification, (when applicable);
- Photo Identification (current passport or driver’s license);
- A completed Form I-9 including photocopies of supporting documentation;
- A completed W-4 form;
- A health clearance issued by a licensed physician, physician assistant, or nurse practitioner, within one year;
- Tuberculosis test within one year (a positive result is to be followed by a negative chest x-ray and an annual signs and symptoms checklist);
- Hepatitis B Consent/Declination form;
- Proof of vaccination or titre results for Rubella, Rubeola & Varicella;
- A current Healthcare Provider BCLS certification (the Company does not accept online courses)(where applicable);
- A completed specialty-specific skills assessment (as provided by the Company);
- A completed Regulatory Education;
- Results from any written exams/tests required by the Company or the client facility;
- Signed Assignment Confirmation Letter;
- Any other documents that may be requested by the Company or the client facility, including, but not limited to, proof of education and acceptable references.

**NOTE:** If your work experience is delayed or cancelled because the requisite paperwork was not submitted to the Company within such time frame, you acknowledge and agree that all amounts expended by the Company on your behalf will, at the Company’s discretion, be deducted from your first paycheck issued by the Company (or its affiliates) or will be invoiced to you for immediate
payment. Housing charges will accrue in both of these instances, if applicable. Be advised that the Company will not process any reimbursements unless copies of required documents are received in a timely manner. Failure to comply could result in termination or a change in start date.

3. The Company has established relationships and discounted rates with various providers for health related requirements. For those expenses that are not covered as part of your employment, a payment for the actual costs will be processed via payroll deduction. Contact your Company Representative for additional details.

4. As a condition to employment, you acknowledge and agree that you are required to successfully complete a 10-Panel Drug Screen (or any other Drug Screen requested by a particular client facility where you are assigned), as well as a background check, OIG Exclusion Search, SAM Exclusion Search and Sex Offender Search. In addition, you agree that the Company may provide your profile to any third party client of the Company or its affiliates (via their designated software/vendor provider or otherwise) for the sole purpose of securing an assignment for you at such client facility. You acknowledge that your profile contains personal information, including among other things results of any inquiries under the Fair Credit Reporting Act (i.e., background checks, etc.), results of pre-employment drug screen testing, prior employee evaluations, your social security number, address and telephone contact information for interview purposes. If you elect to apply for a position with an affiliate of the Company, you agree that copies of all such inquiries and search results may be released to that affiliate and used in the pre-employment process, when applicable.

5. You agree that it is your sole responsibility to obtain and maintain a valid and current professional license/registration in each State where you will be providing services, if applicable.

6. The Immigration Reform and Control Act of 1986 require that every employer verify the employment eligibility and identity of all employees hired after November 16, 1986. Follow the instructions listed on the provided I-9 form carefully and be sure to return the appropriate documents. You are responsible for presenting documents that establish your identity and employment eligibility. You have the right to choose which document or combination of documents to present from the lists of acceptable documents on the back of the I-9 form.

**NOTE:** TN visa reimbursements will only be made after documents are submitted with a TN visa receipt.
B. General – All Professionals

1. You agree to comply with all rules and regulations of the Company and each client facility you are assigned to; to conduct yourself in a manner that is satisfactory to the Company and the client facility; and to provide a level of service that is satisfactory to both the Company and the client facility where you are providing services. You agree to produce evidence of identity to a client facility representative in the form of a valid picture ID issued by a state, federal or regulatory agency when reporting for an assignment and to attend all orientation required by the client facility.

2. You agree to familiarize yourself with, understand, and work in accordance with the policies and procedures of the client facility where you are providing services, including, but not limited to, policies regarding floating to other units and/or hospitals within a health system, shift cancellation, multiple location transfers, meal period breaks and rest periods.

3. You agree that you will inquire as to the relevant meal period and rest break requirement in the client facility where you will be working. Furthermore, you agree to take uninterrupted (“off-duty”) meal periods and breaks as required by the laws applicable to that client facility. If you fail to take such meal periods and rest breaks, you shall indicate that information on the timesheet in the comment section or inform your Payroll Coordinator of the same. You agree to promptly notify your Company Representative in writing if you are not offered the opportunity to take all meal periods and rest breaks required by law.

4. You acknowledge and agree that all time off must be pre-arranged and approved by both the Company and the client facility at the time of your initial interview with the client facility. Time off without valid justification during assignments is discouraged and may result in termination.

5. You agree that for a period of one year after the contracted end date of your assignment or for a period of 90 days after the end of your Per Diem assignment all services rendered to the client facility or system of the completed assignment must be performed through the Company.

6. You understand that the Company will be providing your profile to client facilities and that any opportunity you may have to arrange and schedule an interview with such client facility is a result of the Company’s effort for your benefit. Accordingly, you agree that any interview such client facility schedules or arranges with you may not be redirected to another agency.

7. In the event your assignment is terminated for cause by a client facility or the Company, or you cancel or walk from an assignment, you will be suspended without pay and your personnel file will be subject to review to determine your eligibility for future work with the Company.
8. You agree to assume responsibility and pay for parking charges at the client facility unless otherwise agreed upon in writing.

9. You agree to immediately return your identification badge to the client facility along with any other items loaned to you by the client facility upon the completion, cancellation or termination of an assignment for any reason. You agree to assume responsibility and promptly pay the costs for any unreturned items.

10. You must successfully complete all required patient documentation upon the completion, cancellation, or termination of an assignment in order to be eligible for applicable bonuses or special promotions.

11. You agree to take all reasonable steps necessary to verify your hours of work at a client facility (including the start/end times of all missed meal periods and breaks) by obtaining a signed verification of hours worked from the client facility (including missed meal periods and breaks) and forwarding it to the Company's Payroll Department.

12. For your safety as well as patient safety, if you are working 8 or 12-hour shifts you are prohibited from working more than 16 hours in any 24-hour period. You are also prohibited from working more than 4 consecutive 12-hour shifts without a day off, more than 60 hours in a 7-day consecutive period, or more than 120 hours in a 14-day period without prior approval from the Company.

13. You agree to keep the terms of your employment confidential (including your compensation) and shall not disclose such confidential information to your colleagues or a client facility, unless otherwise required by law.

14. You agree to participate in a performance evaluation(s) completed by each client facility. Continued eligibility for placement is contingent upon performance evaluation results. All evaluations completed by client facilities are obtained pursuant to a contract between each client facility and the Company and will be delivered directly to the Company. As such, the evaluation is confidential between the client facility and the Company and will only be provided to you as required by law or if the applicable client facility has previously reviewed the evaluation with you. In addition, periodic performance feedback may be completed by your Company Representative. You agree these periodic appraisals may be released to any client facility where you may be assigned.

15. You agree to participate in any satisfaction surveys conducted by the Company.

16. You agree to comply with the Company’s ethics policy (set forth on our Website): and to the professional code of ethics applicable to you. If you do not have access to the internet, contact your Company Representative.
to receive a copy of the policy via the mail.

17. For professionals wanting to work in Maryland, as part of the screening process a face-to-face interview may be conducted by a Company Representative.

C. General – Travel & Contract only

1. You agree to work a full schedule each payroll period as noted on the Assignment Confirmation Notice and to be paid for approved hours worked. Be advised that the Company requires all hours to be approved by its client facilities as they supervise and control your work schedule. You acknowledge and agree that it is your sole responsibility to obtain approval of your hours worked from an authorized individual at the client facility. (applicable for paper timesheet only, not Third Party Systems)

2. If you would like to extend your assignment end date you must contact your Company Representative as soon as possible.

3. You agree to provide the Company with a written medical release to return to work if you are absent from work for three or more consecutive days for a medical reason.

4. You agree that all absent days due to illness or missed shifts (for any other reason, including, but not limited to, pre-approved days off) shall be made up during or at the end of this assignment, provided that the client facility has given its approval of such make-up time. You will not be eligible for bonuses or special promotions if you do not complete the number of hours stated in your Assignment Confirmation Notice.

5. You agree to notify the Company of any shifts missed due to low patient census and to be available for make-up shifts during the contract period. For call off information specific to your assignment, please refer to your Assignment Confirmation Notification.

6. You hereby agree that if for any reason you cancel your assignment prior to or during assignment dates, or are terminated for any reason, all amounts advanced by the Company on your behalf will, at the Company's discretion, be deducted from your paycheck or will be invoiced to you for immediate payment and in accordance with applicable law.

7. You agree, as applicable to law, to assume sole responsibility for any and all penalties assessed by a client facility against the Company resulting from your failure to adhere to client facility contract terms (e.g., financial penalties if you leave an assignment prior to the scheduled end date, etc.).

8. You must report any summons for jury duty to your Company Representative and fax a copy of the jury summons to your Company Representative upon receipt of notice. You agree to defer such service so that it will not affect your ability to complete an assignment as scheduled, as permitted by
applicable law. An excusal request will be made to the Court to reschedule the jury service to a time when you are not contractually obligated to provide services to the client facility. In the event jury service cannot be postponed, applicable state law will dictate payment policies for any time missed from work. Missed time for jury duty must be made up at the end of the assignment to be eligible for any applicable bonuses or special promotions.

D. Termination of Employment

You are free to leave the Company at any time, with or without a reason and with or without notice. Because you are an employee “at will,” the Company may also terminate your employment at any time, with or without cause and with or without notice. The Company has the right to manage its work force and direct its employees as it deems appropriate, including, but not limited to, the right to hire, transfer, promote, demote, reclassify, lay off, terminate, or change any term or condition of employment at any time, with or without a reason and with or without notice in compliance with the law. The Company may, in its sole and absolute discretion, terminate your employment at any time for, among other reasons, any act or omission by you which the Company believes may have an adverse impact on the Company, your failure to comply with the provisions of your employment agreement with the Company, poor performance, misconduct, unsatisfactory attendance, falsification of documentation, any violation of the Company’s Drug Abuse Policy or the violations of any client facility’s policies and procedures.

E. End of Assignment: Cancellation of Assignment

A client facility may terminate or cancel your assignment for any reason or no reason. If an assignment is terminated by a client facility due to lack of work or a change in the staffing needs during the term of your assignment, you and the Company will each be responsible for your/its own expenses. In such event, the Company is not required to pay you wages or benefits for the entire assignment, except as otherwise expressly agreed in writing by the Company.

Upon the termination of your assignment on its scheduled end date or otherwise, the Company will review your eligibility for placement on future assignments. You will be notified of your eligibility for future assignments with the Company as soon as that information becomes available. With respect to Staffing assignments, your benefits will continue until you receive notification that your employment has been terminated by the Company (e.g., upon receipt of a COBRA letter or otherwise) or until you have executed and submitted a written resignation to the Company. You acknowledge if you did not elect to receive healthcare benefits during your assignment and would not otherwise be receiving a COBRA notice and you will not continue employment with the Company, your termination will be effective on your last day worked.
Notwithstanding anything herein to the contrary you acknowledge and agree that at the end of each assignment (whether successfully completed or otherwise), any travel conducted by you between assignments is at your sole and absolute discretion and not considered or deemed to be travel for the purpose of employment as you (and you alone) control the manner, method and timing of such travel.

Accordingly, you acknowledge and agree that any injury suffered while going to or coming from work or while traveling from one assignment to another is not an injury arising out of and in the course of employment as such transportation is at your sole discretion and not for Company business. You agree to secure auto or travel insurance coverage, as applicable, for all travel while on assignment and between assignments. You agree that all such insurance shall be primary and non-contributory and name the Company as an additional insured.

III. PAYROLL INFORMATION

A. General Information

1. Payroll stubs or earnings statements are available online. Contact your branch or payroll coordinator for assistance if needed.

2. The Company encourages pay election via ACH or Pay Card to ensure optimal receipt of your net pay. Pay election via ACH or Pay Card allows the Company to process same day funding in case of delays or errors.

3. Should you elect payment by check, the check will be sent via US Mail; the Company is not responsible for any mail delivery issue; replacement of lost check will result in additional payment delays.

4. In order to minimize delays in processing your payroll, be sure to fax your timesheet to the correct fax number, which will be clearly noted on your timesheet.

5. Timesheets will not be processed without authorized signatures.

6. Hours will not be accepted via telephone.

7. Payroll Schedule:

   - Weekly Pay: Approved paper timesheets must be faxed to the Company’s Payroll Department by 12:00 (NOON) PM local time on Monday of your pay week in order to receive your pay as scheduled. Receipt of approved timesheet after the deadline may result in delayed processing and pay availability by the following Monday.

   - Daily Pay, if eligible: Approved paper timesheets must be faxed to the Company’s Payroll Department by 4:00 PM local time every day in order to be processed and paid on the following day.
8. Document clearly whether or not you worked through your meal period(s) or break(s) on your timesheet and have it authorized by a representative of the client facility. You agree to take meal periods and breaks as permitted by the laws of the state in which you are assigned to work. Any misstatement of hours worked and the collection of wages based on false information are violations of applicable law and Company policy. The Company’s response to this activity will include legal action and/or termination.

9. Taxes are deducted in accordance with the W-4 on file and the state in which you work if applicable. No tax refund will be processed if incorrect information was submitted on the W-4.

10. If applicable, taxes deducted in accordance with your most recently submitted Tax Home Statement are final.

11. You understand that in the event that a client’s time approval schedule extends beyond the Company’s payroll processing deadline, payroll may process your pay based on either submitted unapproved timecard or estimated hours worked. Once in receipt of the facility approved timesheet, the Company will adjust the advance to reflect the time worked based on the approved timesheet. You authorize the Company to deduct the overpayment from your current or future earnings. The Company will not advance pay in excess of one week’s schedule work.

12. In the case where the client requires the use of an electronic time keeping system (either the facility’s own time system or a Third Party System portal), you acknowledge that you will comply with the facility’s deadlines for submitting time in said system. The Company is responsible for collecting your timesheet on the electronic time keeping system.

B. Short Hours – Travel & Contract only

1. You must complete the minimum contracted hours for each assignment.

2. Hours must be accurately reported on weekly/bi-weekly time sheets (as applicable) and signed by an authorized person at the client facility. Facility approval on the company’s timesheet may be waived per facility timekeeping policy. Be sure all days are properly accounted for, worked or not. Hours not accounted for on the timesheet will be considered elected time off and be subject to a payroll deduction for housing costs advanced by the Company and subsidy benefits for the pay week the shifts are missed. All shifts cancelled by the client facility must be noted on your timesheet in order for you to be paid for such time, if applicable, or if you are working a guaranteed hour’s assignment. You will not be paid for any time that is not accurately reflected on your timesheet and approved in writing by the client facility.

3. You are expected to work all contracted shifts. In the event you do not
work the assigned shifts you will not be eligible to receive M&I for the shift missed.

4. If your contract reflects that you may have a missed charge expense, you agree that a miss shift charge may at the Company’s sole and absolute discretion, automatically be deducted from your compensation as permitted by law (including bonuses, if any) or invoiced to you, where applicable. You will be reimbursed for any such deduction(s) to the extent that you make-up such time prior to the end of the original assignment end date. This does not guarantee that a client facility will provide you with the opportunity to make-up any such missed shift. You will not incur a MSC for client facility call-offs that are noted on your timesheet and approved in writing by authorized personnel at the client facility. Any missed shifts should be made-up in the same pay week if possible, or may be made-up in an overtime shift or called-in shift, if approved by the client facility.

* Volunteering to go home is not considered low census.
* Certain exceptions apply and are subject to the discretion of the specific client facility.

C. How to Read your Paystub

1. You may access your paystub online. Contact your Company Representative or Payroll Coordinator for assistance if needed.

2. On the face of your paystub you will find a portion of your social security number, the pay date, your name, and the net pay amount. Upon receipt of your first payroll, log in and verify that all of this information is correct, if not, contact your Payroll Coordinator immediately.

3. Direct all questions regarding hours and/or pay to the Company's Payroll Department.

4. On your Earnings Statement the following will be clearly displayed:

<table>
<thead>
<tr>
<th>Earnings</th>
<th>Rate</th>
<th>Hours This Period</th>
<th>Year-to-Date</th>
</tr>
</thead>
</table>

In this section, you will see the type of earnings you are receiving (e.g. Regular, Overtime, Adjustments), the rate of pay for the earning type listed, the number of hours you have worked at the specified rate and the number of hours you are being paid for during this pay period. Additionally, you will see the year to date totals in the last column of this section. At the end of the Earnings section, the line item Gross Pay will state the total amount of earnings before taxes, authorized deductions or other deductions required by law.

The second section of your Earnings Statement is the Deductions. This section
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is separated into two categories Statutory and Other. The statutory deductions are federal, state, and local taxes required to be deducted from your paycheck. The Other deductions includes deductions elected by you (e.g. insurance), court ordered deductions (e.g. child support) and any reimbursements from the Company. The reimbursements (e.g. travel allowance) will appear as negatives but will be added to your pay after statutory and other deductions are subtracted. The resulting amount is listed as Net Pay, which is the amount deposited to your bank account or Pay Card.

D. Call Off Policy/Tardiness – All Professionals

1. You are expected to arrive on time to all scheduled shifts. If an emergency or any situation arises causing you to be greater than (10) minutes late or absent from your scheduled shifts, you must notify your immediate supervisor or branch office immediately. Failure to notify your immediate supervisor or branch office that you cannot report to work will result in disciplinary action.

E. Call Off Policy/Guarantee Hours/Scheduling – Travel & Contract only

1. Call off policy is mandated by the client facility and the terms are reflected on your Assignment Confirmation Notice. Please contact your Company Representative if you are calling off for any shift.

2. If the client facility participates and the Company offers you a guaranteed hours benefit for your specific assignment, you will be paid your regular time rate for any low census shifts that exceed the allowable threshold (if applicable) at the client facility assigned, minus any healthcare professional-elected short hours.

3. You are responsible for working all of your contracted hours in order to be eligible for the guaranteed hours benefit.

4. Guaranteed hours will not apply when the assignment is terminated early, whether by the client facility, the healthcare professional or the Company. The guaranteed hours benefit does not apply to all assignments.

5. Guaranteed hours will not apply in the event the client facility does not offer a full schedule of hours during orientation week. Also, in the event that your unit is closed for any reason (e.g., the OR during the holidays) guaranteed hours will not apply, and only time worked will be paid during pay periods for which the unit is closed.

6. All healthcare professional-elected short hours must be made up to receive guaranteed hours.

7. Low census shifts must be indicated on your timesheet and authorized by the client facility. Low census hours will be credited towards the minimum contracted hours for each assignment. You must report your low census day
to your Company Representative and state the day(s) you made yourself available to the client facility for make-up time.

8. You must make yourself reasonably available to the client facility during the remainder of the contract period to make-up the time you were called off for low census. You will not be eligible for low census pay if the client facility offers make-up time and you decline to work, or if you volunteer to go home.

9. Based on your Assignment Confirmation Notice, if the assignment is a Mobile Assignment, you will be paid directly by the client facility. Paycheck will therefore be issued in accordance to the policies of the client facility. Contact the Staffing Office of the client facility or your direct supervisor for details. You will be issued at 1099-MISC by the Company for all taxable payments or benefits provided by the Company (i.e., housing, insurance and bonuses) while on a Mobile Assignment. In addition, the client facility will issue a year end W-2 to report the wages earned. Also, all Holiday Pay is determined by the client facility.

F. Call Off Policy/Scheduling – Per Diem

1. Our requirement for notification of cancellation for per diem shift work is eight (8) hours. We understand that untoward occurrences happen; therefore, our minimum required notification of cancellation is two and a half (2-1/2) hours' notice for all shifts. Please try and give as much time as possible on all canceled shifts. The Company will keep a record of your cancellations, the reasons and the amount of time given. We cannot accept cancellations from anyone except our employees. This includes husbands, wives, friends and children. We will need to speak with you directly. Three unacceptable cancellations are grounds for disciplinary action.

2. If the client facility requests you to work, please contact your Company Representative for appropriate scheduling. Do not schedule directly with a client facility without prior Company authorization. Please keep the Company aware of your availability at all times.

3. You recognize that all shift work is on an “as needed” basis and that the Company cannot guarantee availability of work. Employees with the most flexibility and availability enhance the number of possible shifts offered.

G. California Assignments

1. You are responsible for accurately recording the hours you work. You must accurately record the time you start and stop work, as well as when you start and end any meal periods. Falsifying time records is a serious matter and a violation of Company policy. You may not change a time entry after it is already recorded, inaccurately enter time, tamper with time records or
record other employees’ time for them. Failure to comply with this policy may result in disciplinary action, up to and including termination.

2. If you work for more than five (5) hours but less than six (6) hours in a workday, you may either take an unpaid 30-minute meal break or waive it. If you work six (6) hours or more during a workday you are required to take a minimum 30-minute unpaid meal break before the end of the fifth hour of work. If you work more than ten (10) hours in a day but less than twelve (12), you are entitled to a second unpaid 30-minute meal break, but may waive it. If you work more than twelve (12) hours in a workday, you are required to take a second 30-minute meal break, which may not be waived. Waiver forms are available from your Company Representative.

3. For a shift between 3-1/2 and 6 hours, you are entitled to one rest break; for a shift between 6 and 10 hours, 2 rest breaks; and for a shift between 10 and 14 hours, 3 rest breaks; and so on. You are not entitled to a rest break if the shift is less than 3-1/2 hours. You may not combine rest periods or add them to meal breaks, nor may you use rest breaks to come in ten (10) minutes late or leave ten (10) minutes early.

4. While it is your supervisor's responsibility to authorize and permit break times, it is your responsibility to request a rest period if one is not otherwise provided. You must document that you had the opportunity to take rest breaks on your time sheet or any timekeeping system used to record your time. If you are unable to do so, you are required to provide such information to your payroll specialist in writing.

5. If you fail to take, or are not provided with an opportunity to take a meal period or a rest break, you are required to notify your supervisor no later than the end of your work day and your Company Representative no later than the next day.

6. You may or may not sign the Mutual Agreement that has been provided to you by your Company Representative. If you sign that Agreement, the Agreement’s terms and conditions are incorporated herein.

7. If the facility did not permit you to take a meal period or a rest break or if they were not taken timely, please write ‘missed’ or ‘untimely’ in the ‘Missed or Untimely Meal/Breaks’ column. If this column is left blank, we will assume that the meal period and the rest breaks were timely taken pursuant to applicable law.

H. Washington Assignments

1. You are responsible for accurately recording the hours you work. You must accurately record the time you start and stop work, as well as when you start and end any meal periods. Falsifying time records is a serious matter and a violation of Company policy. You may not change a time entry after
it is already recorded, inaccurately enter time, tamper with time records or record other employees' time for them. Failure to comply with this policy may result in disciplinary action, up to and including termination.

2. Under Washington state law, you are allowed to take a 30-minute uninterrupted and unpaid meal period of every shift on which you work 5 or more hours. You are allowed to take additional meal periods if: (1) you work 3 or more hours longer than your normally scheduled shift (in which case you may take another meal period either prior to or during these 3 extra hours), or (2) you have worked 5 hours past the end of your last meal period. You may waive any of these meal periods in writing. This waiver may be revoked upon one day's written notice to us.

3. You are allowed to take one 10 minute paid rest period for each 4 hour work period in your shift. No employee shall be required to work more than 3 hours without a rest period, and employees may not waive their rest periods. However, if the nature of the work permits you to take intermittent rest equivalent to 10 minutes within each 4 hour work period, scheduled rest periods are not required. These rest period rules mean that for a shift between 3 and 6 hours, you are entitled to at least one rest break: for a shift between 6 and 9 hours, at least 2 rest breaks; and for a shift between 9 and 12 hours, at least 3 rest breaks; and so on. Additional rest breaks may be required on any of these shifts if you received one of your earlier rest breaks earlier than the 3 hour point measured from where the shift started or when your last rest break ended. You are not entitled to a rest break if the shift is less than 3 hours.

4. If the facility did not permit you to take a meal period or a rest break or if they were not taken timely, please write ‘missed’ or ‘untimely’ in the ‘Missed or Untimely Meal/Breaks’ column. If this column is left blank, we will assume that the meal period and the rest breaks were timely taken pursuant to applicable law.

IV. TAX ADVANTAGE PLAN

Employees who qualify for the Company’s Tax Advantage Plan will receive a per diem allowance for meals, lodging and other incidentals. In order to qualify for this benefit, you must meet certain requirements under the Internal Revenue Code. Refer to the materials accompanying your Tax Home Statement for a general discussion regarding these requirements. This benefit is being offered to eligible employees in consideration of their Agreement to complete the terms and conditions of their employment agreement with the Company.

If you are eligible to participate in our Tax Advantage Plan, the per diem allowance
you receive will be treated as an expense reimbursement and not wages. While you may initially qualify for our Tax Advantage Plan, certain facts may change over time which may cause you to lose your eligibility status for this benefit or may require the per diem allowance to be taxed (e.g., traveling for more than one year or taking an assignment near your tax home). We strongly encourage you to contact a tax advisor with any and all questions you may have as this determination is based upon facts specific to each healthcare professional.

A. Tax Home Statement

1. The Tax Home Statement is an important document that will determine your eligibility to participate in our Tax Advantage Plan. After consulting your tax advisor, complete the Tax Home Statement and return it with your signed employment agreement to the Company at least 10 days prior to the commencement date of your assignment.

2. If your tax home status changes (at any time), you are required to notify the Payroll Department immediately and return an updated Tax Home Statement to the Company. If your tax residence status changes or your form has not been received in time, you will not be refunded the previously deducted taxes.

3. The content of your Tax Home Statement shall be incorporated herein and included and read as a part of your employment agreement with the Company.

4. Since the determination of your eligibility for participation in the Tax Advantage Plan is specific to your personal circumstances, the Company will not be able to assist you in evaluating your personal tax situation and will not recommend how you should complete your Tax Home Statement. This is fact specific so again we urge you to contact your tax advisor to assist you with this.

5. You authorize the Company to provide a copy of your Tax Home Statement to any client facility where you may be considered for an assignment, the Internal Revenue Service and to state and local taxing authorities upon their request. You understand that false representations made on your Tax Home Statement may subject you to taxes, penalties and interest payable to the Internal Revenue Service, and state and local taxing authorities, for which you agree to take full responsibility.

6. You acknowledge and agree that the Tax Home Statement you have executed and provided to the Company contains complete and accurate information and supersedes all previous oral and written representations by you to the Company regarding the subject matter therein. You understand that the Company will be relying on the information provided in that Tax Home Statement to determine your eligibility for the Tax Advantage Plan.
V. BONUS INFORMATION – TRAVEL & CONTRACT ONLY

All applicable bonuses will be paid in the pay cycle following completion of bonus required hours or assignments. The required minimum number of hours per pay period that needs to be completed by you to qualify for a completion bonus is printed on the Assignment Confirmation Notice.

All HOURS and WEEKS must be completed. In the event more than 40 hours are missed in any contract period, the entire bonus will be forfeited. In the event less than 40 hours are missed in any contract period the bonus will be prorated as follows:

\[(\text{Missed Hours} \div 40) \times 0.5 \times \text{Original Bonus} = \text{Amount of Missed Bonus Forfeited}\]

Eligibility to receive a completion bonus is contingent upon working to the agreed upon end date of the assignment or the required minimum hours. The Company reserves the right to deny payment of your completion bonus if you do not have valid credentials through the last date of the applicable assignment and/or if you do not complete and pass all tests administered by a client facility or the Company, as applicable. Missed shifts due to low census will not cause a completion bonus to be pro-rated. Be sure to contact your Company Representative if you anticipate any problem with meeting your minimum hours’ requirement.

At times, the Company may offer a sign-on bonus for a particular assignment. Though process for payment is on the second pay cycle, the qualifying assignment terms, as stated on the Assignment Confirmation Notice, must be met or sign-on bonus amount will be forfeited.

VI. HOLIDAYS

Subject to the policies of the applicable client facility, you will receive holiday pay for the days noted below, if you work the holiday. Select assignments do not pay holiday time for all days stated and holidays may vary by client facility and discipline. A client facility may opt to offer an alternate day off at a regular pay rate.

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Subject to the policies of the client facility, holiday pay is in effect for all 9, 10 and 12-hour shifts from 7:00 PM on the eve of the holiday to 7:00 PM on the night of the holiday. Holiday pay is in effect for all 8-hour shifts from 11:00 PM on the eve of the holiday to 11:00 PM on the night of the holiday. You will be paid in accordance with the applicable client facility’s policies.
VII. DIRECT DEPOSIT & PAY CARDS

One of the many great benefits of working for the Company is the ability to access your pay on the published pay date when electing payment via Direct Deposit or Pay Card. With this option, your funds will be automatically deposited into your account on the Friday of your payroll week, and you will have access to your earning statements online to verify your wages. You will have access to your money in any state by using your Automatic Teller Machine (ATM) card. To locate the nearest ATM machine, please contact your bank or refer to the pay card network. Bank fees may apply.

1. Due to the delay in Direct Deposit or Pay Card activation, your first pay may be issued via check to the address on record. You should verify with your bank or the Pay Card provider that your pay has been direct deposited. If not, you may call your payroll coordinator to confirm pay method for this first pay cycle. Be aware that whenever a bank or federal holiday is observed, monies could be delayed by 24-hours. If you have any further questions, please contact your payroll coordinator.

2. Once enrolled in Direct Deposit or Pay Card, your pay election method will automatically continue for your next Staffing Assignment unless you notify the Company. After any lapse in employment with the Company, contact the Payroll Department to be sure all banking information is still active in our system.

3. The Company strongly urges you to verify the funds have been deposited each pay period prior to making a withdrawal. The Company will not be responsible for any charges assessed by your financial institution due to insufficient funds.

4. Direct Deposit only: If you are changing bank accounts, you will need to process new paperwork with the Company. If you are closing your account, notify the Company’s Payroll Department. You must notify the Company in writing of this change by either mailing or faxing the request. The Payroll Department can answer all questions regarding direct deposits.

A. Direct Deposit

To enroll in Direct Deposit, call your bank and ask:

- Do they accept “ACH Deposits” (Direct Deposits)?
- Is their ATM network nationwide?

If the bank answer is yes to both questions above, proceed as follows:

- Complete the direct deposit form provided in your on boarding package
- Make sure to confirm the bank ABA (routing) number and your account number;
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- If unsure, attach a blank VOIDED check from your bank to the form; and
- Return the direct deposit form to the Company’s Payroll Department for processing. (is the fax/email on the Direct Deposit form?)

**NOTE:** It may take up to 2 weeks to activate a direct deposit; please complete the form immediately to ensure timely processing.

B. Pay Card

To enroll in the Company Pay Card program, please contact your branch or payroll specialist. Call the Pay Card issuer to confirm ATM network. Issuance of the pay card may take up to 2 weeks; please make sure to send the application ahead of your first pay. Note that the pay card is portable. The Company has ability to process same day funding of your card via web.

VIII. HOUSING – TRAVEL & CONTRACT ONLY

A. Company Provided Housing

1. Company provided housing is pre-arranged and may be a part of your overall benefits package if you elect to receive this benefit. The Company’s Agreement to provide this housing benefit is based on your Agreement to work a full-time schedule as defined in your employment agreement. Your failure to work a full-time schedule *(for any reason)* may result in required reimbursement to the Company of costs incurred by it while you are not working and/or discontinuation of this housing benefit.

2. If you will be living in Company housing, a Client Accommodations Specialist will contact you within 7 days after your assignment is confirmed. This Specialist will review the housing options for your assignment location and discuss with you any preferences you may have. Specific housing details will be available no sooner than 10 business days prior to your assignment start date. At this time, you will obtain your address and move-in instructions. At least 5 days in advance of your scheduled move-in, you should contact the complex directly to confirm business hours, directions and schedule a time to check in and obtain your apartment keys.

3. Company provided housing includes a basic furniture rental package living room set, dining set, and bedroom set. Unless specifically noted at the time you receive your address and move-in instructions, housewares, television and other small appliances are not included. Unless you have been notified in writing that your unit includes the following, you will be responsible for providing your own dishes, pots, pans, linens, pillows, TV, etc. Bed sizes may vary, and you should verify bed size with your Client Accommodations Specialist before packing or purchasing new linens.
B. Additional Housing Conditions

1. When you elect to reside in Company housing, you hereby accept responsibility for the assigned living quarters, agree to abide by all of the Company’s policies and agree to abide by all of the rules and regulations of the applicable apartment complex and facilities.

2. You agree to reside in the assigned living quarters during the term of the employment agreement. Housing assignments are subject to availability and market conditions.

3. If you plan to reside with a non-employee (i.e., spouse, child, or friend), this must be confirmed and approved by the Company in advance. The non-employee must agree to abide by all the apartment complex’s rules and regulations.

4. If you elect to reside in Company housing you will be required to complete an apartment inspection at the time of move-in and move-out with the apartment personnel (manager, lease agent, etc.). The complex should be able to provide these inspection forms. Both forms must be completed and signed by you and the authorized apartment personnel. It is important that you keep a copy of the forms for your records. In the event that the complex is unable to provide you with the required documents, contact the Client Accommodations Department for assistance. If you fail to complete the inspection forms prior to departure, you will be responsible for all charges associated with cleaning the apartment and/or repairs for damages. This amount will be deducted from your paycheck or invoiced for payment as necessary and in compliance with applicable laws. If there is difficulty in coordinating this inspection, notify the Client Accommodations Department immediately.

5. You agree that you have approved the housing unit provided by the Company. You further acknowledge and agree that your entering and exiting from such housing unit, as well as your actions while in such housing unit or apartment complex, as applicable, are not controlled in any way by the Company and are separate and apart from your work. Therefore, you agree that any injuries sustained by you while entering or exiting such housing unit and/or apartment complex or while staying in such housing unit shall not be covered by Workers’ Compensation and shall be your sole responsibility.

6. You agree that any security deposits, retainers, or advances made by the Company on your behalf for Company housing are the property of the Company and will be returned immediately upon the completion of your assignment.

7. You agree to allow any authorized Company Representative to enter
your assigned unit and inspect the living accommodations at any time. Furthermore, you agree to notify the Company immediately if any problems should arise regarding the apartment or if any damages occur.

8. You shall not bring pets into Company housing unless approved in advance by the Company. If pet-permissible housing is available, you must pay the deposit/fee/pet rent as required by the apartment complex. In most instances a portion of the pet deposit shall be non-refundable. Any ramifications/costs incurred due to false information and/or excessive damage caused by the pet, will be your responsibility. These amounts will be deducted from your paycheck or invoiced for immediate payment. You agree to furnish paperwork verifying the breed and weight of your pet upon the request of such information by the applicable apartment complex.

9. You agree to provide at least 30 days advance notice to the Company if you intend to extend an assignment in order for the Company to extend your apartment lease end date \textit{(not all leases can be extended and may result in a need to relocate to an available apartment)}.

10. You agree to transfer or consolidate apartments promptly when deemed necessary by the Company at no cost to the Company.

11. If you elect to choose a multi-bedroom unit, then you agree to pay the difference between the cost of a one bedroom and a multi-bedroom unit unless otherwise noted in your Assignment Confirmation Notice.

12. You agree to vacate the assigned apartment within 48 hours of the assignment end date whether as scheduled or otherwise. All keys, parking cards and remotes must be returned to the apartment complex before leaving the premises. Any charge for missing keys, parking cards and remotes will be deducted from your paycheck or invoiced to you as necessary.

13. Any request for an extended stay beyond 48 hours must be approved by the Company at least 30 days in advance and you agree to pay a daily rental charge during such extended period. Consult your Client Accommodations Specialist directly for those amounts.

14. At the completion of an assignment, you agree to leave the apartment in clean condition. You shall remove all personal possessions from the apartment, empty items from refrigerator, cupboards and closets, and remove all trash from the apartment. Failure to do so shall result in cleaning and/ or damage charges to you, which may be deducted from your paycheck or invoiced to you, at the Company's discretion.

15. You will not be charged for electrical utilities but we do ask that you conserve heat, air conditioning and electricity.
16. You will be responsible for all housing costs (i.e., rent, utilities, etc.) after the date on which your assignment ends, if terminated or cancelled.

17. You agree to be responsible for housing costs between contracts when an apartment is kept open for you. Housing costs will be payroll deducted prior to any scheduled time off or time off between contracts.

18. You agree to comply with state or local ordinances which mandate maximum number of occupants per bedroom.

19. You are solely responsible for all personal belongings brought to Company housing and any damages incurred to them due to water damage, bed bugs, fire, and theft, any natural or man-made disasters, etc. The Company does not provide renters insurance. You hereby waive and release the Company from any and all liability resulting from physical damages caused to you or your personal belongings from bed bugs while in Company housing.

20. You are responsible to arrive at the leasing office during office hours to move into your assigned unit. Arrangements for an “after hours” move-in is your responsibility and will only be available at the discretion of the applicable landlord.

21. If you would like to move-in to your apartment prior to an assignment move-in date and if the apartment is available, you may do so for a prorated fee (based upon the monthly rental rate) payable to the Company.

22. If you would like time off during an assignment, you must request it with reasonable advance notice. This time off must be approved by both the Company and the client facility. The Company’s approval for such time off is conditioned on your Agreement to reimburse the Company for unearned housing costs (UHC) that were advanced by the Company on your behalf to cover these expenses. The UHC will be calculated at a daily rate and is specific to each assignment. You agree that it may be automatically offset from any amounts due to you by the Company without any contemporaneous Agreement for the same. If at the end of your assignment, you have fulfilled the terms of your employment agreement, you may be eligible for a reimbursement of this previously deducted UHC.

C. Client Facility Housing

If housing accommodations for your assignment are being provided by the client facility, it is your responsibility to contact the client facility representatives for all information and instructions. It is your responsibility to forward your new assignment address to your Company Representative.
IX. TRAVEL EXPENSE

Travel expenses will be paid from your home or previous assignment location for actual miles traveled up to the amount specified on your Assignment Confirmation Notice subject to the terms and conditions below. Traveling expenses will be paid provided all required documents have been received by the Company. Travel will not be reimbursed if you do not begin work, if the assignment is not completed, if your employment documents (e.g., license, BLS certification, etc.) do not remain current during the entire assignment, or at the Company’s discretion.

For Staffing Assignments, travel expenses will be processed upon receipt of a true, correct and complete Travel Reimbursement Request submitted by you within 30 days of your travel dates. If you are driving, mileage will be automatically calculated based on the Google Maps calculations. If you are flying, you must include a copy of your airline receipt and itinerary along with the Travel Reimbursement Request in order for reimbursement to be processed. Reimbursement for your airline ticket will be for a coach fare only and will be reimbursed up to the amount noted on your Assignment Confirmation Notice. Any Travel Reimbursement Request and required receipts that are received by the Company more than 30 days after the travel dates will not be processed.

For Mobile Assignments, you must submit the appropriate travel information to the Company. In the event travel is paid by the client facility, you are responsible for following the client facility’s reimbursement/travel expense procedures. This may include providing receipts for expenses in order to receive full reimbursement.

X. HEALTH INSURANCE

For Staffing Assignments, optional comprehensive group health, dental, accidental death and dismemberment insurance and life insurance are available to you on most assignments. Dependent health, dental and life insurances are available to qualified dependents at an additional premium.

1. If you choose the Company’s group health insurance, your coverage becomes effective on the 1st of the month following your assignment start date. To activate your insurance benefits, the Company must receive a completed health insurance enrollment form and all required documents for your assignment, no later than 10 business days prior to your assignment start date.

2. Insurance plan and premiums are subject to change. Certain restrictions apply. Optional short-term policies are available for your convenience. Contact your Company Representative for details and information.

For Mobile Assignments, no insurance coverage or reimbursement is available for Mobile Assignments.
XI. FMLA

The Federal Family and Medical Leave Act of 1993 (FMLA) provides working men and women a measure of job security when family matters of a medical nature require their absence by allowing you the option of continuing coverage under any “group health plan...” You are eligible for up to 12 weeks of unpaid leave for certain family and medical reasons if you have worked for at least one year and 1,250 hours over the previous 12 months. You must provide 30 days advance notice when the leave is “foreseeable” and the Company may require a medical certificate to support a request for leave. Requests for FMLA consideration should be submitted in writing to the Benefits Department and include start and end date of leave, length of leave and reason for leave. If you are traveling to California for an assignment, please note our FMLA leave policy extends to domestic partners, which includes both same-sex and opposite-sex couples registered with any state or local government domestic partner registry. Contact the Benefits Department for questions regarding your FMLA rights.

XII. BEREAVEMENT LEAVE

When a death occurs in your immediate family, all regular full-time employees may take Bereavement leave. If you are traveling to California for an assignment, the Company’s Bereavement leave policy extends to domestic partners, which includes both same-sex and opposite-sex couples registered with any state or local government domestic partner registry. The Company may require verification of the need for the leave.

XIII. WORKERS’ COMPENSATION

The Company provides Workers’ Compensation Insurance to employees. Any Workers’ Compensation claims will be filed in the State noted on the Assignment Confirmation Notice.

1. If you suffer an on-the-job injury, work-related illness or exposure, it is your responsibility to follow the procedure below for filing a Workers’ Compensation claim:
   - Report the injury to your client facility supervisor and seek immediate medical treatment.
   - Complete an incident report and have it signed and dated by your supervisor.
   - Call the Company’s Workers’ Compensation Department at 1-800-695-7810 and send a copy of the client facility's incident report to fax number 1-800-625-1806 within 24-hours of the incident.
Failure to report injuries in a timely manner may delay your benefits.

- If you are unable to work due to an on-the-job injury, work-related illness or exposure, you are required to send a doctor’s note stating any work related limitations to fax number 1-800-625-1806.
- If you have been out of work due to your Workers’ Compensation injury, illness or exposure, you may not return to work without an appropriate medical release from your physician. Send the medical release to fax number 1-800-625-1806.

2. Follow all client facility policies and procedures for follow-up medical care; however, note that if you do not require emergency care at the client facility where you are working, you must seek care at a facility approved by the Company and its Workers’ Compensation Insurance carrier. Keep in close contact with your assigned Workers’ Compensation Insurance adjuster for guidance and instructions on receiving appropriate and timely care.

3. As noted in California Labor Code section 2810.5(a) the Company uses the following insurance carrier:

   Travelers Insurance  
   PO Box 6510  
   Diamond Bar, CA 91765  
   1-800-258-3710  
   Policy # CA: 488D3594

For Mobile Assignments, the client facility will provide Workers’ Compensation insurance. Check with your immediate supervisor for more information regarding this coverage.

**XIV. PROFESSIONAL LIABILITY**

The Company provides Professional Liability insurance to its employees working on Staffing Assignment with the Company. The Company’s insurance does not cover humanitarian situations which may arise when you are not at work or willful/intentional acts while you are on assignment. Contact your financial advisor for the personal limits required.

**XV. OCCURRENCE REPORTING**

1. You are required to report any patient care incident by phone to the Company’s Risk Management Department at 1-888-235-3321. Reportable incidents include, but are not limited to, the following:

   - Sudden or unexpected death of a patient;
• Patient fall, regardless of whether or not it results in injury;
• Unanticipated neurological, sensory and/or systemic deficits, for example: permanent paralysis, brain damage, loss of sight, loss of hearing or sepsis;
• Birth related injuries, either maternal or fetal;
• Any significant medication error;
• Anesthesia related injuries;
• Substantial disability, for example: amputation, disfigurement or fracture;
• Severe wounds or internal injuries; or
• Any other situations deemed reportable or that you are unsure of.

2. Do not write, sign or give any statements to anyone regarding an incident prior to contacting the Company’s Risk Management Department.

3. If you would like to report any patient care, quality or safety issues at a client facility that has not been addressed by such client facility, you may call the Company’s Patient Safety Hotline at any time and anonymously report your concern. The number is: 1-888-235-3321. To report a safety concern to The Joint Commission, you may (1) call 1-800-994-6610; (2) send an email to: complaint@jointcommission.org; (3) send a fax to 1-630-792-5636 or (4) send your concern via mail to: Office of Quality Monitoring, The Joint Commission, One Renaissance Boulevard, Oakbrook Terrace, IL 60181. Neither the Company, The Joint Commission nor the client facility will take any retaliatory/disciplinary action as a result of such notification.

XVI. FLOATING

Floating has become more prevalent in client facilities due to the unpredictable fluctuations in census. A flexible, highly skilled professional becomes invaluable as facilities treat a diversified patient population. The expectation of professionals is to float to “like” areas of expertise. The expectation is to you will be subject to an orientation in those areas. If you are asked to float to an area that is different than your scope of practice and qualifications, you are to identify the expectations required of you in that area. The professional agrees to float to other specialty units within a client facility or to hospitals within the client facility system (subject to being oriented thereto) even if it was not discussed during your interview.

If you are uncomfortable working on a unit/area because you lack clinical training in the particular specialty area you are asked to float to, the following steps should be taken:

1. Identify the charge nurse or person in charge.
• Ask for a resource person
• Ask for a general orientation to the unit - location of key supplies, medication administration system, patient safety protocols and location of policy and procedure manual.
• Get an overview of the unit routine, *(e.g., all patients washed by 10:00 AM on the orthopedic floor because PT makes their rounds at that time).*
• Make sure that you express your limitations, *(e.g., no monitor or chemotherapy experience).*
• Seek out a resource or charge person at the client facility if at any time during the shift you feel unsafe.
• If your needs are still not met, contact your Clinical Liaison for assistance or the Company after hours clinical support.

**Do not abandon your assignment.** You are to contract the client manager to inform them that you would like to leave the unit/area. You are not to leave the unit/area until your patient(s) has been reassigned to another professional. **If you leave during your shift without client approval, you will be reported to the applicable State Regulatory Agency for patient abandonment.**

The goal is to provide safe patient care without putting you in an uncomfortable situation. Therefore, you need to be flexible and open-minded when dealing with floating concerns. If you are asked to float to a floor or unit that is entirely outside of your scope of practice and is in an area that you have NEVER had any previous experience, contact your Supervisor and request that you work in this area on a “Helping Hands” basis. In this capacity you will still provide the needed assistance to the unit, but will not be put in a position of direct patient care in a totally unfamiliar area of practice. Notify your Clinical Liaison or after hours clinical support immediately for any assistance related to the above issue.

**XVII. DRUG ABUSE**

The Company is committed to providing a safe work environment at our client facilities and to foster the well-being and health of our healthcare professionals. That commitment is jeopardized when any employee illegally uses drugs, goes to work under the influence, or possesses, distributes or sells drugs. Therefore, the Company has established the following policy:

1. It is a violation of Company policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs.
2. It is a violation of Company policy for anyone to report to work under the influence of illegal drugs or alcohol, or other legal drugs which impair the ability to work safely and effectively.
3. It is a violation of Company policy for anyone to use prescription drugs illegally. Nothing in this policy precludes the appropriate use of legally prescribed medications that do not interfere with the safe and effective performance of your job.

4. Violations of this policy are subject to disciplinary action up to and including termination and/or reporting to the applicable regulatory, licensure, or certification boards.

5. As a condition to employment by the Company, you are required to successfully complete a 10-Panel Drug Screen (or any other Drug Screen requested by a particular client facility where you are assigned). In addition, the Company and our client facilities reserve the right to require random drug screening based on suspected abuse or use of drugs that violates paragraphs 1-3 above. If the employee refuses to comply with the random drug screen request, the Company may begin disciplinary proceedings which may include termination for cause.

6. If you refuse to have a drug screen performed prior to starting an assignment with a client facility, that client facility may, at its sole discretion, refuse to employ you (according to their contractual Agreement with the Company). A healthcare professional will be ineligible to be employed with the Company for test refusal or if final test results are positive without satisfactory explanation.

7. Each healthcare professional whose specimen has been determined to contain a substance of abuse or its metabolite at or above the thresholds set by Department of Health & Human Services (DHHS) for work place testing will have the opportunity to discuss his/her results with a qualified Medical Review Officer (MRO). The MRO is an unbiased third party provided to ensure no prescribed medications, dietary or other biological factors contributed to the positive test result. If you travel to an assignment or start an assignment prior to the Company’s receipt of the final test results and those test results are not acceptable to the Company or the client facility after a review by the MRO, the Company may refuse to employ you and you agree to be responsible for all costs incurred prior to such termination (e.g., travel, housing, etc.). You will be reported to the regulatory, licensure, or certification boards.

8. The MRO will determine if a retest is an option for those with a positive drug screen result. Any requests for specimen re-tests will be done at your expense.

9. The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment for our client facilities. The intent of this policy is to send a clear message that the
illegal use of drugs is incompatible with employment and, the cooperation and understanding of our healthcare professionals is appreciated in the Company's effort to provide safe patient care.

**XVIII. CONFIDENTIALITY POLICY**

The law which binds physicians to maintain the completely confidential nature of patient information applies to you as well. In the regular course of your employment, you have access to patient information, either personal, medical, or otherwise. You are strictly forbidden to discuss, transmit, or narrate such confidential information in any form except in the routine conduct of your specified job. The slightest violation of this professional law may lead to disciplinary action to include possible termination. You agree to comply with all policies and procedures of the client facility and the Company regarding the regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA).

**XIX. EMPLOYEE INFORMATION REQUESTS**

The Company will cooperate fully with requests for employee information from authorized law enforcement agencies and/or local, state and federal agencies which are conducting an investigation.

**XX. OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA)**

In compliance with the OSHA final ruling on bloodborne pathogens *(29 CFR Part 1910-1030)*, as an employee of the Company having occupational exposure to potentially infectious materials, you have the right to receive the Hepatitis B vaccination series, free of cost to you. The Company requires the completion and return of the Hepatitis B vaccination consent/declination form from you. You may elect to receive the vaccination series at any time while on assignment. Ask to speak with a Clinical Liaison at any time for this and any other OSHA related question or concern. Education and training on standard precautions and bloodborne pathogens is required as part of the annual Caregiver Safety Series self-study module. This module is available online and includes a self-study training manual. It is required that you review the manual carefully and complete the module online. Your Company Representative will provide you with the correct registration instructions. Protective equipment should be available at all client facilities. Contact your immediate supervisor to locate any specific items that you may need.

If you are exposed to bloodborne pathogens during your assignment, report the incident immediately to your supervisor at the client facility and seek immediate
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treatment. The client facility will provide you with a confidential medical evaluation. Contact the Company’s Workers’ Compensation Department and your Company Representative immediately following treatment to report the incident.

A. Bloodborne Pathogens

1. Exposure Control Plan/Universal Precautions

   Definition: Bloodborne Pathogens are microorganisms in human blood that can cause disease in humans. The three most significant bloodborne pathogens are Hepatitis B (HBV), Hepatitis C (HBC) and Human Immune-deficiency Virus (HIV).

2. Exposure Determination/Classification

   The risks of bloodborne diseases in the workplace are quite serious, yet you can learn effective ways of minimizing them. A good place to start is with the client facility’s written exposure control plan. A copy should be available for you to consult at the client facility during your work shift. If you are directly exposed to blood or infectious materials during the course of employment with the Company, you shall be considered eligible for free Hepatitis B vaccinations.

3. Standard Precautions

   The Company recognizes and instructs all working personnel to treat blood and body fluids as infectious. You cannot identify every patient who may transmit infection nor can you afford not to since it takes just one exposure to become infected. Standard precautions resolve this uncertainty by requiring you to treat all human blood and certain human body fluids as if they were known to be infected with HIV, HBV, HBC or other bloodborne pathogens.

4. Engineering and Work Practice Controls

   Each client facility agrees to include provisions for traveling staff as they would for their permanent staff regarding engineering, housekeeping and work practice controls for protection.

   a. Each client facility agrees to include provisions for traveling staff as they would for their permanent staff regarding engineering, housekeeping and work practice controls for protection.

   b. The whole range of equipment must be available wherever blood or infectious materials might reach your work clothes (i.e., gloves, gown, and mask), skin, eyes, mouth or other mucous membranes.

   c. Gloves shall be worn when it can be reasonably anticipated you may have contact with blood or infectious materials. Disposable
gloves must be disposed of after each use.

d. Subject to each client facility’s policies and procedures, sharps must be discarded in leak-proof and labeled or color-coded containers for transport or shipping. Contaminated sharps should not be sheared or broken, bent, recapped or removed unless “no alternative is available.”

e. The client facility shall provide hand washing facilities readily accessible to you. You should wash your hands and any other skin with soap and water, or flush mucous membranes with water immediately after contact of such body areas with blood or other potentially infectious materials.

f. You are required to follow the assigned client facility's policy and procedures, including, but not limited to, housekeeping, disposal of contaminated materials, observance of precautions of biohazard labels and infection control procedures.

g. You are responsible for reporting actual occupational exposures or any on-the-job injury to the Company's Workers’ Compensation Department. A record of all known occupational exposures shall be kept by the Workers’ Compensation Coordinator.

B. Safety

Safety at work is vital to your success and that of the Company. Take the time to be oriented to the safety procedures and requirements at the client facility to which you are assigned.

C. Harassment Policy

The Company prohibits all forms of harassment such as race, color, religion, sex, age, national origin, ancestry, sexual orientation, physical or mental disability, veteran, or other protected status.

Harassment in the workplace is unlawful and a violation of Company policy. It is also unlawful to retaliate against an employee for filing a complaint of harassment or for cooperating in an investigation of such a complaint. The Company is committed to ensuring its workplace is free of harassment by employees or anyone with whom we do business.

Certain behavior does not have to be illegal to be inappropriate. Any behavior, whether illegal or inappropriate, that contributes to creating a hostile or coercive work environment, is prohibited.

1. Definition of Sexual Harassment

For purposes of this policy, sexual harassment is defined as any type of
sexually-oriented conduct, whether intentional or not, that is unwelcome and has the purpose or effect of creating a work environment that is hostile, offensive, or coercive to a reasonable woman or man, as the case may be. While it is not possible to list all circumstances that may constitute sexual harassment or a hostile work environment, the following are some examples:

- Asking questions about sexual conduct, sexual jokes, conversations, advances or propositions;
- Written or verbal abuse of a sexual nature, sexually degrading or vulgar words to describe an individual;
- The display of sexually suggestive objects, pictures, posters or cartoons;
- Unwelcome and unwanted comments about an individual’s body, sexual prowess, or sexual deficiencies;
- Unwelcome touching, leering, whistling, brushing against the body, or suggestive, insulting or obscene comments or gestures; or
- “Quid Pro Quo” — Demanding sexual favors in exchange for favorable reviews, assignments, promotions or continued employment or promises of the same.

2. Reporting/Investigating Complaints of Harassment

If you believe you have been harassed or subjected to a hostile, offensive or coercive work environment, or if you are not sure whether certain behavior is unlawful harassment, we strongly encourage you to immediately notify your Clinical Liaison.

You should notify the appropriate chain of command within the client facility in which you are working or the Human Resources Department at that client facility. Investigations of complaints will be undertaken immediately and all information will be handled with the highest degree of confidentiality possible. Investigations will be designed to protect the privacy of, and minimize suspicion towards, all parties concerned.

If the matter is not resolved to your satisfaction, you may address the matter with any Officer of the Company. The Company’s Officers and/or Board of Directors will investigate the matter promptly. The decision of this review will be the final determination of the Company.

For professionals working in the state of Maryland, if you are unable to resolve your grievance by following the process noted above, please contact the Maryland Nursing Staff Services Hotline by calling 1-800-492-6005 or you may submit a written complaint at www.dhmh.maryland.gov/ohcq/sitepages/faqs-complaints.aspx
3. Disciplinary Action

If you are found to have acted in a harassing or inappropriate manner in the workplace, you will be subject to appropriate disciplinary action up to and including termination of employment. If you are found to have retaliated against another employee for filing a harassment complaint or cooperating in such an investigation, you will be subject to disciplinary action up to and including termination of employment.

4. Additional Information

The Equal Opportunity Commission (EEOC) and state agencies in almost all states enforce the laws prohibiting harassment.

XXI. ASSISTANCE INFORMATION

A. Office Hours; Emergencies; 24/7

While you are on assignment, the Company’s personnel will be available to answer any questions that arise. Whether they concern general area facts or specific assignment details, we are genuinely interested in your complete satisfaction. For your convenience, our hours are as follows: Monday through Friday 8:00 AM to 8:00 PM EST.

In addition, for any emergency calls after hours or over the weekend, you can reach an On-Call employee by calling our toll-free number: 1-800-347-2264 in the Boca Raton, Florida office or 1-800-343-3270 in the Malden, Massachusetts office. You will be instructed what to do. This service is for emergencies only and most matters will need to be addressed during normal business hours. If any housing or payroll questions arise, contact those respective Departments. All other questions should be directed to your Company Representative during normal business hours.

The Company also maintains 24/7 Online Access through its various websites. Through this dynamic website, you can apply for a job, update your work experience and skills checklist, view your most recent pay statement, verify your W-2 address and email your Company Representative, just to name a few. Ask your Company Representative for details.

1. Severe Weather Procedures

The Company recognizes that from time to time, severe weather conditions will occur and as a result, some cities/states may be in “state of an emergency” in which case some individuals will make the decision not to travel to work. If you choose not to report to work, you must contact your immediate supervisor and your Company Representative, at least 24-hours in advance of the situation. You must make-up all missed shifts during the duration of your assignment.
2. Disaster Recovery

The Company has departmental disaster recovery that supports the disaster recovery for our Corporate Employees which will enact a coverage roll over process with unaffected offices.

For Field Employees, the company’s #1 priority is your safety. Your Company Representative will contact you to ensure you are safe and has a place to go. The Company Representative will also instruct you that if you are safe and eligible to work, to report to the client facility as scheduled or as needed.

In the event that you are in a location that is in dire straits, your safety and security will be protected by the Company. This could mean you are to report to the facility to sleep, eat and work until other arrangements are necessarily. In the event that you feel your safety and security is at risk, you will be allowed to leave your assignment without penalty and which assumes the immediate end of the assignment.

B. Clinical Assistance; Customer Service

The Company makes available to you a Clinical Liaison team whose primary purpose, among other things, is to assist you with clinical concerns or clinical performance issues that may arise from time to time. This team of experienced healthcare professionals provides conflict resolution support, counseling, guidance and remediation to employees with clinical performance situations that may require intervention. A Clinical Council of professionals with nursing and allied healthcare experience serves as an advisory resource panel for these Clinical Liaisons.

To relay customer feedback or obtain assistance regarding non-clinical issues/complaints, contact your Company Representative or your Company Representative’s Manager.

XXII. REFERRAL BONUS

The Company offers a referral bonus to those eligible who refer qualified candidates. Referrer’s name must appear on application. Call your Company Representative for additional details. Bonus programs are subject to change without notice.

XXIII. VOICE MAIL

The Company maintains a state-of-the-art voice mail system for your convenience. This system has important benefits for you. For example, when your Company Representative is not available, it allows you to leave a detailed message. This allows your representative to take action and get the answers you need before they
call you back. In addition, if you are on the phone with your representative, voice mail allows you to talk without interruptions as other callers are referred to voice mail. Whenever you leave a voice mail message, you should feel assured that we will return your call promptly.

**XXIV. TEXTING**

The Company offers some of our healthcare professionals SMS Text Messaging to allow for instant notification regarding various aspects that pertain to your assignment. In order to subscribe to the Company’s Text Messaging Service, you must agree to the terms and conditions for this service and provide a valid cell phone number. Although the service is free, standard text messaging rates may apply according to your cell phone provider contract. Contact your Company Representative for details or view the Company’s website for instructions and to view the terms and conditions. Website information may be found on the last page of this Booklet.

**XXV. CONFLICT OF INTEREST**

The Company has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with the client facility or with the performance of services by you.

**XXVI. MISCELLANEOUS**

This employment agreement and Booklet may be amended only by an instrument executed in writing by the parties hereto.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and any such provision, to the extent invalid or unenforceable, shall be replaced by a valid and enforceable provision which comes closest to the intention of the parties underlying such invalid or unenforceable provision.

The Company’s failure to enforce or comply with any provision of this Agreement shall not be construed as, or constitute waiver of such provisions, or a waiver of any other breach of, or failure to comply with this Agreement. No waiver of any such breach or failure to comply with the terms herein shall be effective without a written Agreement by the Company.

Any and all disputes arising under this Agreement or in any way related to the relationship between the Company and you shall be governed by the laws of the State of Florida regardless of where your services are performed. The jurisdiction
and venue of such disputes shall reside exclusively in the Judicial Circuit in and for Palm Beach County, Florida without regard to its principles of conflicts of law. You shall be responsible for attorney fees incurred by the Company to enforce this Agreement.

**CROSS COUNTRY STAFFING BRANDS**

**Cross Country TravCorps**
cctc.com
6551 Park of Commerce Blvd
Boca Raton, FL 33487
24/7 Access: itravelcctc.com

**NovaPro**
novaprostaffing.com
1408 N West Shore Blvd
Tampa, FL 33607
24/7 Access: mynovapro.com

**CRU48**
cru48travelnursing.com
6551 Park of Commerce Blvd
Boca Raton, FL 33487

**MedStaff**
medstaffinc.com
3805 West Chester Pike
Suite 200
Newtown Square, PA 19073
24/7 Access: itravelmedstaff.com

**Medical Staffing Network/Allied Health Group**
msnhealth.com
alliedhealth.com
6551 Park of Commerce Blvd
Boca Raton, FL 33487

**Assignment America**
myassignmentamerica.com
40 Eastern Avenue
Malden, MA 02148
XXVII. ACKNOWLEDGEMENT FORM

By signing below, I acknowledge that I have received the Employment Terms & Conditions Booklet provided and will retain a copy of the Booklet for future reference. I have read and understand the terms stated in the Booklet and agree to comply with such terms when working for Cross Country Staffing and any of its affiliates.

________________________________________________________________________
Signature
________________________________________________________________________
Print Name
________________________________________________________________________
Date