

# FocusStaff

## Employee Handbook

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## **IMPORTANT CONTACT NUMBERS**

Focus Staff's Toll Free Line (877) 293-6297  
Focus Staff's After Hour Emergency Line: (214) 414-2888  
Company Mailing Address: 12801 North Central Expressway #1750 Dallas TX 75243

### *BENEFITS*

#### **Flexible Spending Account (FSA/COBRA )**

##### **Alt Bentley Yates**

Toll Free 877.731.3532

Fax 817.731.9029

[www.abymenefits.com](http://www.abymenefits.com)

#### **Medical and Dental Insurance**

Blue Cross Blue Shield

Customer Service

1-800-521-2227

[www.bcbs.com](http://www.bcbs.com)

#### **Investment Options 401(k)**

John Hancock Customer Service (800)-395-1113

[www.jhgoenroll.com](http://www.jhgoenroll.com)

Company contract # 99207, Access Code # 096432

Internal Revenue Service

(IRS) (800) TAX-FORM

[www.irs.gov](http://www.irs.gov)

#### **Workers Compensation**

Reporting Hotline (866) 840-1223 (888) 302-4267 FAX

#### ***Refer a Friend***

*Know someone interested in traveling or a change in their current employment... Refer them to Focus Staff and earn a referral bonus for your efforts. For more information, contact your recruiter, or email us at [info@focus-staff.com](mailto:info@focus-staff.com)*

## **Welcome!**

Welcome to Focus Staff, and thank you for choosing us as your travel Agency. We know you have many options, and we are thankful you have entrusted us to represent you. We have compiled this handbook as a reference to answer all of the Frequently Asked Questions you may have before, during, and after your assignment. After reviewing, if you have any further questions, please don't hesitate to contact your recruiter or any Agency representative Monday through Friday during normal business hours. Focus Staff, a prominent player in the travel industry, assists healthcare facilities in providing excellent and uninterrupted healthcare. By recruiting talented Healthcare Employees and placing them on temporary travel assignments throughout the United States, we assist these facilities in their primary goal of patient care. Our mission is to provide incomparable service to our Healthcare Employees as well as to the facilities in which they are assigned. We aim to have this high level of service as long as our Healthcare Employees are employed with our organization.

This document is designed to supplement your Staffing Assignment Agreements, and Employment Agreements. In the event of a conflict between your Staffing Assignment Agreements and this handbook, your employee and assignment Staffing Assignment Agreements take precedence. Please clarify any inconsistencies or questions with your Recruiter.

## **Our Purpose and Values**

### *Knowledge*

To equip our internal personnel, at all levels, to deliver the best and most efficient service possible. To inform our travelers, of all facets of our dealings, so they can make educated and informed career decisions.

### *Trust*

Our relationships are paramount. Our business dealings are founded on trust and healthy communication. Our assets, are our people, and they MUST feel that in every interaction.

### *Passion*

We are driven to succeed, and to deliver a competitive service in our industry. We aim to show the value of our Agency at every opportunity, and with PASSION.

### *Culture*

It is imperative, that everyone in our organization FEEL the culture pervading through our organization. A culture of driven, people loving, charismatic, and empathetic individuals working together for a common goal...and having fun while doing so!

## **Who are we?**

Focus Staff is a national healthcare staffing firm who has seen over 500% growth in its relatively young existence. Our organization is comprised of some of the best talent in the industry. Many of our team members are former employees with some of the largest healthcare staffing companies in the United States. We left those organizations with a singular focus. Deliver REAL customer service, more transparent dealings, competitive offerings, extensive options of placements, and to make sure the HUMAN component is always felt by our customers.

For our Healthcare Employees, we provide 24-hour, around-the-clock access to our staffing consultants. We also offer superior service and commitment to our clients and their facilities. We provide consistent

placement of the highest quality of Healthcare Employees, when and where they are needed. Whether our dealings are within the business work day or outside of it, we aim to be accessible and responsive regardless of the time or situation.

Focus Staff abides by all applicable state, local and federal laws and otherwise governing regulations regarding our services and employment.

### **What We Offer Our Employees**

Focus Staff can be classed as a 'smaller or boutique' operation with large Agency resources. Our scope is nationwide. Our placements are diversified amongst all settings. Our services and benefits rival and exceed our larger competitors the majority of the time. Our salespeople have significant tenure in the industry and that adds immeasurable value to our clients. We handle all the logistics of travel and employment with Focus Staff. Each client is appointed ONE SINGLE POINT OF CONTACT for continuity and service purposes. In addition to this support, we offer our Healthcare Employees a comprehensive list of advantages and benefits, on a per assignment basis. Including, but not limited to:

- Flexibility-the opportunity to tailor your work experience, the assignment times/facilities/locations as our clients see fit
- Nationwide Opportunities-from coast to coast, Midwest to Northeast to Southwest and back. Rural or Urban. We have a diverse group of placement locations.
- Competitive Pay Packages
- Per Diem for Lodging/Meals and Entertainment
- Assignment Housing Optional
- On call Service and Support
- Medical and Dental Benefits
- 401k, and FSA programs
- Generous Referral Bonuses
- Licensing/Compliance Support
- Travel Reimbursements
- Local Contract positions

### **Payroll Information**

#### ***Wages***

Refer to your assignment specific Staffing Assignment Agreement (exhibit A) for your specific hourly wages and information concerning assignment overtime, holiday pay, and on call pay.

#### ***Overtime***

The Agency follows federal and state wage and hour laws for payment of overtime worked. Some facilities require authorization for overtime work for contract staff. It is very important that you obtain approval from your supervisor at the Facility prior to working any overtime. In addition, your manager must also approve the overtime on your timesheet. Federal law requires overtime to be paid after 40 hours in any given workweek. State laws vary on overtime calculations.

#### ***Holidays***

Dates and shifts for holiday pay are stipulated by the Focus Staff's contract with the Facility and may be different than those recognized by the Facility for their own permanent staff. Most assignments provide for time-and-one half your regular wage for eligible holiday hours worked. Refer to your Exhibit A for your specific holiday hourly wage.

#### ***Bonuses***

Some assignments offer a bonus. Your Exhibit A will describe the type and amount of any bonus that applies to your assignment, such as minimum hours or other requirements or conditions. Completion

bonuses are the most common and will typically require a minimum hours commitment and limit the number of missed shifts. Completion bonuses are paid two to three weeks after completion of the assignment.

Sign-on bonuses are typically paid upon completion and submission of four weeks of worked hours. All bonuses, with the exception of sign-on bonuses, are contingent upon full completion of the assignment. Bonuses will be paid for subsequent extensions only if specified in a written modification or new Exhibit A.

Referral bonuses are paid when referring Healthcare Professionals to Focus Staff. These bonuses are paid upon completion of assignment, of referred individual. Bonuses for all disciplines, unless a promotion is pending, are \$600 for all disciplines. Pro-rated amounts of these bonuses may be paid should referred professional not complete a 13 week, 40 hour/week assignment.

Reimbursements are paid to Healthcare professionals when incurring costs specific to Agency placed positions. These potentially include but are not limited to; CE reimbursements, extensive compliance/health screening documents, supplementary state licenses, etc. Agency is not responsible for reimbursing costs necessary for Healthcare Professional to work at any site/position, regardless of being Agency employee or not. These standard criteria include but are not limited to; state license of home state, license renewals, CPR, TB, or any other reasonably standard compliance item.

### ***California Meal and Rest Periods***

California State Law requires two 30-minute meal periods when working shifts in excess of 10 hours; healthcare providers may elect to waive one of the two meal periods by completing a Meal Period Waiver form. Those providers who do not elect to waive one of their meal periods and do not execute the Meal Period Waiver will be required to take all meal periods to which they are entitled when working shifts in excess of 10 hours which may result in only working and being paid for 11.5 hours during a 12-hour shift. The Agency also follows California law regarding rest periods which require authorization and permission for 10-minute rest periods for every four hours (or major fraction thereof) worked for healthcare providers on assignment in California. You are required to notify the Agency promptly if you are not provided meal and rest periods as required.

### ***Timecards and Facility Timekeeping Systems***

To report your time each pay period you will use, paper Agency timecards, Facility provided timecards, or a Facility timekeeping system. Do not use any other provided timecards. When filling out paper timecards, please be explicit with your times, write neatly, and stay within the boxes for accuracy purposes. Depending on the assignment, the Facility manager or Facility representative may be faxing your timecard directly to our Payroll Department or may require you to accept this responsibility. Before the end of your first pay period, please determine whose responsibility this is at your Facility and submit your timecard accordingly. An authorized Facility representative must sign your timecard. You must account for the minimum required hours per pay period and include explanations for any time off. The timecard must be entirely filled out, including the column for meal period(s), before it can be processed. You must also note all schedule changes, such as sick time, requested time off, or exchanging hours on your timecard. If you do not work a scheduled shift, it is important to indicate whether you or the Facility cancelled that time off. Additional information on timecard completion is explained on the timecard itself. You may be required to report your time using a Facility timekeeping system. You will receive specific instructions from the Facility at the start of the assignment regarding the use of their timekeeping system. The Agency continually investigates discrepancies in time reporting. Any evidence of falsifying records or fraud may be reported to the appropriate licensing board or any certifying agency and/or responsible criminal authorities, and may be grounds for termination.

### ***Pay Schedule***

Pay periods are weekly, and the scheduled payday is Friday. Timecards must be received via fax by the Agency by 3:00 p.m. Central Standard Time (5:00 p.m. Eastern Standard Time) on the Tuesday after the pay period ends. The Payroll fax lines are available 24 hours a day and can be found on the timesheet itself. Timecards received after this deadline, will be paid with the following week's payroll. You should carefully review your pay stub via your provided online portal each pay period as it provides details regarding your pay, tax withholding and other deductions. If you have special requests about where your paycheck will be sent, notify your Recruiter.

Your paycheck will include payment for hours worked and may include any per diems to which you are entitled according to your Staffing Assignment Agreement. These per diem amounts will be prorated based on the number of hours worked, if these hours are less than the minimum required hours in accordance with your Staffing Assignment Agreement. The paycheck may also include any reimbursements subject to federal and state income tax, such as travel or other reimbursements for which you have not provided receipts. Non-taxable reimbursements may be included on these checks as well.

### ***Direct Deposit Service***

We offer you the opportunity to have your paycheck deposited directly into the bank accounts of your choice free of charge. You have multiple direct deposit options:

- You may have 100% of your check deposited into one checking or savings account.
- You can also designate a specific dollar amount of your check for deposit into up to two separate checking or savings accounts.
- You may designate a specific dollar amount of your check for deposit into one or two accounts, and the remainder issued to you as a partial paycheck.

We strongly encourage you to take advantage of the direct deposit method, as it is by far the most efficient way to deliver your funds accurately and safely. Your direct deposit release form, will outline all available options necessary to initiate this service. For deposits to a savings account, provide the account and routing numbers supplied by your financial institution and fax the completed form to your Recruiter.

### ***Taxes***

Please fax the W-4 Form provided to you in your employment package. This will ensure that the correct deductions will apply on your first paycheck. ***If your completed Form W-4 is not received by the end of your first pay period, the default tax set up is "single" as marital status with zero exemptions until we receive a completed Form W-4.*** If your deduction status changes at any time during your employment, you have the option to complete and submit a new W-4 Form and we will change your deductions as instructed. Changes are made only on a go-forward basis from the date received. Retroactive changes are not available. If you are on the Agency payroll, state and local income taxes appropriate for your assignment will be withheld from your check according to the laws of that state. Agency will notify you of any applicability of these state or municipal tax forms.

***If your completed state tax form(s) are not received by the end of your first pay period, the default tax set up is "single" as marital status with zero exemptions until we receive a completed state tax form.***

The Agency follows all federal and state laws in withholding and depositing mandatory taxes.

### ***Working outside of Contract Dates***

Shifts worked must fall within the assignment dates of your Staffing Assignment Agreement in order to properly process payroll and invoice for services worked. If you work shifts either before or after your assignment start and end dates, or during scheduled and approved time off, you need to notify your Recruiter and provide the actual dates worked.

## Standards of Professional Conduct

While working for Focus Staff, you are obligated to conduct yourself in a professional manner. You are expected to uphold and build upon the reputation for exceptional professionalism that the Agency's Healthcare Employees have earned during our years of service to healthcare facilities. During the course of your assignments, you will be obligated to follow all reasonable direction from Facility management personnel, including float assignments. Regular attendance and punctuality are essential for the efficient operation of any organization. It is required of every employee to maintain their work schedule and to be present each scheduled workday prepared to begin work promptly at the scheduled time, and at the scheduled place. It is important to find out the Facility policy on cell phone and internet usage, as many Facilities do not allow cell phone usage on the premises, and most do not allow usage while on duty. You are responsible for learning and complying with the rules, policies, and procedures of the Facility, including all information presented during orientation and any required professional knowledge testing and drug screening/testing, maintenance of professional licensure and required medical documents and certifications. It is also expected that you will comply with the policies and procedures outlined by the Facility for patient care administration and disaster preparedness. You are responsible for conducting yourself in a professional manner when dealing with Agency and Facility staff. You are responsible for learning and adhering to the principles of the professional practice act (if applicable) in the state of the assignment. Prior to your assignment, and annually thereafter, you will review the companies Workplace Safety and Patient Care Standards course.

This helpful tool identifies the areas of orientation required by OSHA, The Joint Commission, and our obligations to healthcare facilities. In addition to the general standards of professional conduct, it is imperative that each Healthcare Professional employed by the Agency comply with the following specific requirements:

- Healthcare Employees will not physically, sexually, or emotionally abuse or neglect a patient.
- Healthcare Employees will share concerns about suspicious or inappropriate behavior with your Facility supervisor and Clinical Manager at the Agency.
- Healthcare Employees will report suspected abuse or neglect of a patient to Facility management.
- Healthcare Employees will accept personal responsibility to protect patients from all forms of abuse.
- Healthcare Employees will provide a professional work environment that is free from physical, psychological, written or verbal intimidation or harassment.
- Healthcare Employees will maintain patient confidentiality and adhere to all privacy laws, including HIPAA.
- Healthcare Employees will not use the Internet for personal use on sites such as Facebook, MySpace, or internet chat rooms while on duty at the facility. This is strictly prohibited.

Allegations or commission of acts of negligence, malpractice, tardiness, unauthorized absence, falsifying timecards, substance abuse, sexual abuse, insubordination, violation of Facility rules, or other unprofessional conduct or breach or neglect of duty will be grounds for immediate termination of the assignment and may result in your exclusion from further assignment opportunities with the Agency. In certain circumstances, the Agency may work with the Facility to which you are assigned to follow the Facility 'for cause' drug testing policy. The Agency cooperates fully with the authorities to investigate all cases of alleged abuse. With patience, communication, and professionalism, most issues are resolved to the satisfaction of everyone involved. The Agency also provides 24-hour management coverage to help you resolve emergencies. In the event of cancellation of your assignment you will be paid for all hours worked prior to termination, less any actual housing expenses incurred by the Agency (including lease termination costs). The Agency will have no further financial obligation to you. Any charges associated



with cancellation are your responsibility. If your assignment is terminated, you are required to vacate Agency-provided housing within 48 hours.

### **Travel Reimbursement**

Most Healthcare Employees use their own vehicles for travel to and from assignments. If you will not have access to a vehicle, let your Recruiter know so that we may assist you in selecting assignments with access to public transportation. Nearly all assignments provide for arrival and ending travel reimbursement, which will be specified in your Staffing Assignment Agreement.

#### *Agency Travel Reimbursements*

The Agency has adopted an IRS-accountable travel reimbursement plan. The benefit of this plan is that you will not be taxed on the travel reimbursement you receive for travel to and from your assignment. The IRS does not permit tax-free reimbursement for vacation travel. Therefore, the tax-free status only applies to travel from your home to an assignment or from one assignment to another or to your home after assignment completion, not if you go on vacation between assignments. In order to protect the tax-free status of this plan, you must complete and sign statements certifying the accuracy of the odometer readings on the request for reimbursement. If you have flown to or from your assignment, you must certify that the plane ticket stub(s) submitted is for travel to and/or from the assignment.

#### *Ending Travel*

The Agency will generate ending travel reimbursement following receipt and processing of your accurately completed and signed Travel Reimbursement Request documenting your return travel or travel to a new location. Due to IRS regulations, you must submit this form no later than 30 days from the end date of your assignment. Requests received after 30 days will be processed as a taxable reimbursement.

#### *Calculation of Reimbursement*

For 13-week assignments in the 48 contiguous states, reimbursement is based on actual miles traveled to and from the assignment. Mileage is determined by using the difference between the odometer readings at the beginning and at the end of the trip. Mileage will be verified using mapping software. For most assignments, there is a per-mile reimbursement with a one-way amount cap. HPs on assignment in HI or AK will be paid either: a flat amount of travel reimbursement each way if you do not drive to the assignment, or actual miles if you drive or are already located near the assignment location. Refer to your Staffing Assignment Agreement for specific details.

#### *When Travel is reimbursed by the Facility*

At some assignments the Facility pays the travel reimbursement directly to you. Each Facility has its own policies for payment of travel reimbursement and may require receipts or other verification of your travel. It is important that you understand the Facility's travel reimbursement policy before you leave for your assignment. Be sure to discuss this with the Facility's recruiter or the department manager to whom you are assigned.

### **Housing**

The Agency provides you with pre-arranged housing or a weekly housing subsidy. The housing benefit is based on you working a full-time schedule as is defined in your Staffing Assignment Agreement. Failure to work a full-time schedule, for any reason, may result in required reimbursement to the Agency and/or discontinuation of the housing benefit in its entirety.

#### *Property Selection*

To fulfill our commitment to provide quality housing for you, we use the following means of identifying complexes:

- A national contract with the top rated residential property management companies

- Use of local rental agents
- Endorsements of our contacts at healthcare facilities
- References by local Chambers of Commerce
- The recommendations of current and previous Healthcare Employees
- Internet web site searches
- Endorsement of local police departments

We routinely check each property address with both the local police department and the Facility's Human Resources Department or another management representative of the Facility. To verify the distance and commute given by the property's leasing agent, we also confirm the reported information on commute distance/times with Internet mapping services such as Google Maps. And, we have personally visited properties in some of our business markets during the commutes at prime rush hours to assess the commutability.

#### *Roommates*

If you are traveling with a spouse or other companion, you must inform your Recruiter immediately so that the Agency may authorize that person to reside in your housing with you.

#### *Children*

If you are traveling with children, you must also inform your Recruiter so that the Agency may authorize them to reside in your housing with you. It is your responsibility to arrange for and ensure appropriate childcare and/or supervision for any children residing in Agency-provided housing.

#### *Pets*

If you plan to travel with a pet, please let your Recruiter know before you confirm your assignment. Many, but not all, housing complexes permit animals. However, many of these complexes have size and breed restrictions. Ask your Recruiter to check with our Housing Department. You are responsible for any separate pet fee and/or pet security deposit required by condominium or apartment managers. Deposits must be paid prior to or upon move-in to the Agency or the property. Pet fees and deposits may be refundable or non-refundable depending on property requirements. A minimum \$300 refundable pet deposit per pet is collected by the Agency to hold against any property damaged caused by pets. This will be refunded, less any damage charges, flea treatments or furniture cleaning due to pet(s) in housing, 30-60 days after your move-out date. Depending on your assignment location, housing availability may be limited or unavailable for Healthcare Employees with multiple pets. **Failure to notify the Agency of pets or to understate the weight of dogs may result in the property's immediate termination of the lease and necessitate a mid-assignment move. In such a case, you are responsible for all costs incurred.**

#### *Move-In*

Your apartment is typically available for move-in one to two days prior to the start of your assignment. If you arrive earlier, the unit may not be available. In the event the unit is available and you have secured approval for early move-in, you will be responsible for rent and any other costs associated with the early move-in. Please call the complex to determine its business hours and schedule your arrival to coincide with the business hours of the apartment or condominium complex so that you may easily obtain your keys and perform a move-in inspection with the property manager. A joint move-in inspection with a leasing office staff member will reduce or eliminate conflicts over pre-existing damages, level of cleanliness, etc. If you cannot arrive during business hours, please make and confirm other arrangements to pick up your keys and schedule a move-in inspection with the property manager. The Agency is not responsible for any hotel or other costs you may incur if you arrive during off-hours and cannot access your apartment.

### *Furniture*

The Agency rents furniture for your apartment and has it delivered on your scheduled move-in day. Most furniture deliveries are made in the afternoon. If you have special furniture requests, please make them well in advance of your move-in to avoid additional delivery charges and ensure your request can be accommodated.

### *Phone/Cable/Internet*

In most locations, you may arrange telephone hook-up in advance by contacting the local telephone Agency. Many Healthcare Employees opt to use their cell phones in lieu of establishing separate long distance or landline service. You may arrange for local cable and/or Internet services in advance of move-in. If required by the local service provider, you may need to schedule an appointment for connection.

### *Utilities*

The Agency generally pays for the gas, water, and electric service provided to Healthcare Employees in Agency housing, except in the case of overages as noted below. **If a gas, water or electricity bill is mailed directly to your unit address, please forward it to the Agency immediately so that payment may be made without any service interruptions.** You are responsible for your telephone, internet connection, and cable TV installation if desired and any related service charges. If the Agency receives gas and electric utility charges as a result of utility overage, specifically gas and electric charges in excess of \$125.00 per month, payment of these expenses will be deducted from any compensation due to you, including paycheck or reimbursement as permitted by law, or invoiced to you for payment. Therefore, it is important that you use moderation with gas and electric utility services. (Note: New York City housing has an electricity cap of \$100 for studios and \$125 for one bedroom apartments. You will be required to provide the Agency's NYC broker with a credit card upon receipt of keys at move-in and any amounts incurred above the cap will be charged to your credit card).

### *Maintenance*

Our experience has shown that maintenance issues are quickly and most effectively resolved when handled directly between you and the property, as you would do if you held the lease yourself. If your request has not been addressed with the property within 24 hours, your recruiter to seek assistance.

### *Move-Out*

If your furniture is rented from an outside vendor, it will be picked up on your move out date. To avoid turn-away fees, ranging from \$75-\$200, please allow the vendor to complete the pick up when they arrive. Additional rent from the property may be incurred if the furniture remains in the apartment due to a turn away. You are responsible for packing any provided house ware items. It is strongly recommended that you schedule, and participate in, a final walk-through inspection with the apartment manager before you leave to avoid being charged any unexpected damages. If you completed the online inspection form at move-in, the move-out inspection form will automatically include the comments you submitted at move-in. Some properties may utilize their own walkthrough forms. We suggest that you obtain a copy for your records. Please turn in your keys, or other property provided items, before you leave. Most properties charge a fee for non-returned items.

### *Post Assignment Cleaning, Ending Utility and Damage Fees*

If the Agency receives charges as a result of utility overage, property damages, theft or excessive cleaning you will be responsible for payment of these expenses. Specifically, these include utility expenses in excess of \$125 per month, fees for cleaning, repairs, damages, or missing items resulting from your actions, omission or negligence. Payment for these expenses will be deducted from any compensation due to you, including paycheck or reimbursement as permitted by law, or invoiced to you for payment. Therefore, it is important that you use moderation with utility services, inspect the

apartment and notify the apartment manager of any pre-existing damages or cleaning needed as soon as you move in. If you travel with pets, many apartments charge for extra cleaning services such as flea treatments even if your pet did not have fleas. These charges are your responsibility and may be collected in the form of monthly pet fees or from your pet deposit.

#### *Assignment Extensions*

Our Housing Department continually works with rental properties to try to keep the original housing for Healthcare Employees extending assignments. Because properties often re-rent units as soon as the Agency gives the required notice (30 – 60 days), please obtain approval of any desired extension as early as possible. Occasionally, because of re-renting or other constraints outside of the Agency's control, it may be necessary for you to move into new housing accommodations.

#### ***Healthcare Professional Responsibilities***

Healthcare Employees who live in Agency-provided housing are expected to adhere to the following:

- Maintain your living quarters in a clean, safe, and orderly fashion, bringing no harmful or illegal materials into the unit.
- Comply with all state and local laws regarding use of rental property, as well as all rules established by the management or owner of the housing.
- Respect the solitude and privacy of any roommate and/or other building residents.
- Accept responsibility for payment of any telephone, Internet and/or cable television bills.
- Remit any housing co-payments due as agreed in your Staffing Assignment Agreement.
- Aside from occasional visitors, it is expected you will not have full-time "guests" unless living companions are previously disclosed on your preferences with your Recruiter.
- **Maintain a current renter's insurance policy to cover personal property in case of theft or damage. The Agency will not reimburse you for items lost in these situations.**
- Housing is provided as a benefit contingent upon your assignment and hours worked. If your assignment is canceled or terminated for any reason, the Agency has no obligation to continue to provide housing for you, and you will be required to vacate Agency-provided housing within 48 hours.
- At some assignments, the client will provide the housing for the Healthcare Professional. In these situations, the Healthcare Professional will adhere to the client's housing expectations, as well as its processes, policies and procedures.
- Cash or cash equivalents received by a healthcare professional upon move in are treated as compensation and will be reported on their respective W-2.

#### *Subsidy Payments in Lieu of Housing*

If you wish to make your own housing arrangements, you may elect to receive a housing subsidy in lieu of Agency-provided housing. The housing subsidy amounts vary from assignment to assignment according to the housing costs of each city or region of the country where assignments are located.

#### *Calculation and Timing of Housing Subsidy Payments*

The Agency includes housing subsidy payments with each paycheck. The housing subsidy payment will be prorated for the pay period of each paycheck based on the number of hours worked.

The following is an example of how the subsidy rate is calculated:

#### *Missed Shift Adjustment (MSA)*

In the event that you do not work the minimum required hours pursuant to your Staffing Assignment Agreement as a result of your missing shifts or taking time off, you may incur a missed shift adjustment (MSA) for the missed hours. If your hours shortfall is due to a Facility call-off, you will not incur a MSA. The MSA amount is specific to each assignment, and is computed at an hourly rate based on the housing cost for the assignment. MSAs are made in the pay period following that in which the shortfall occurred.

If you make up the hours shortfall by working overtime in a pay period subsequent to a deduction, the MSA will be refunded. Also, if you work overtime at the beginning of an assignment, you will accumulate an hour's credit that can be used to offset future shortfalls, thereby avoiding a MSA.

## **Health Benefits**

### *Group Medical, Dental and Life Insurance*

The Agency offers you medical, dental, prescription, and vision discount plans. Blue Cross Blue Shield provides these plans. Blue Cross Blue Shield consistently ranks among the highest regarded carriers with one of the most extensive networks nationally.

### *Eligibility*

You are eligible for coverage under the plan if you are an employee, have begun work on an assignment and are working on a full-time basis (more than 36 hours per week). If you are eligible for the Agency's health benefits, you will be offered the opportunity to enroll at the time of employment. Applications will be provided to you, and it is the Healthcare Professional's sole responsibility to submit these applications for timely enrollment. Activation of plan, starts on the 15<sup>th</sup> of the month after employment begins. The plan that you elect will be your only option for the remainder of the plan year. You will have the option of changing plans only during the annual Open Enrollment which takes place December 15th. You may also enroll dependents that fall into any of the following categories:

- Your lawful spouse (excludes common law).
- Your dependent child
- Common Law Spouse (opposite sex only)

If you choose to add your family to the plan, you can subsequently omit them from the plan. This would take place on the 15<sup>th</sup> of the month following that request. Coverage under the group insurance plan is dependent upon your compliance with plan requirements, including completion of all required enrollment material prior to starting your assignment. Your coverage will remain in effect as long as you remain an employee of the Agency working full-time as noted above.

### *Enrollment*

An application will be provided to you at the time of accepting employment. This form must be completed and submitted within 30 days of your assignment start date. If neither of the forms are received within that time frame, you will no longer be eligible to enroll in benefits. BCBS will send you an ID card a few weeks after your enrollment. If you do not receive your ID card within this time frame, please call your Agency Representative without delay. Coverage under the group insurance plan is dependent upon your compliance with plan requirements including completion of all required enrollment material and continued full-time employment on assignment with the Agency. If you don't maintain full-time employment, you will be eligible to continue your insurance coverage under COBRA, which is described below.

Comprehensive details on each plan offered, can be provided by your Recruiter, and at your request prior to enrolling.

### *Health Benefits Coverage Post Assignment*

Your insurance ends on the 15<sup>th</sup> of the month, after your assignment commences. Should you not have a subsequent assignment solidified, you must re-enroll upon this happening and insurance will renew on the 15<sup>th</sup> of the month after your new assignment start date.

### *What is COBRA?*

*Consolidated Omnibus Budget Reconciliation Act of 1985.*

The COBRA law was passed to provide employees (or former employees), their spouses and their dependents with a temporary extension of group health insurance when coverage is lost due to specific

events, or “Qualifying Events,” including termination of employment. COBRA coverage is identical to the coverage provided to similarly active employees, but paid for by the individual, with no contribution by the Agency. Employees who leave an employer’s group health plan are given the opportunity to purchase and maintain the same group health coverage for a period of time (generally 18 months), with some instances of additional extensions. COBRA coverage must be elected within sixty (60) days of coverage termination.

### **Additional Benefits**

#### **401(k) Savings Plan**

The 401(k) is a retirement savings plan that allows you to contribute pre-tax dollars to a retirement account. The Agency’s plan is administered by John Hancock Financial.

#### *Benefits*

- Tax savings on current income.
- Tax deferral on 401(k) earnings.

You must be on a Agency payroll assignment to participate and to vest. You must be employed at least 60 days prior to enrolling.

#### *Electronic Enrollment*

You must contact John Hancock Financial to enroll, change the contribution percentage being deferred from your paycheck, change your investment options or change your address. You may access John Hancock’s web site ([www.johnhancock.com](http://www.johnhancock.com)). The enrollment website is: [www.jhgoenroll.com](http://www.jhgoenroll.com)  
Company contract # 99207, Access Code # 096432

#### *Limits*

You may defer up to 75 percent of your gross wages, up to the annual IRS dollar maximum. The maximum is determined annually according to cost of living increases. Participants over the age of 50 are permitted to contribute a catch-up deferral of up to \$5,500 annually.

#### *Saving for Retirement*

It is never too early to begin saving for your retirement. The opportunity to contribute to the Agency 401(k) plan is a great way to do that. The money that you contribute is always yours to rollover or withdraw (taxes and penalties may apply) when you leave the Agency.

#### *Referral Bonuses*

The Agency offers a Referral Program that rewards you for new Healthcare Professional that you refer to us who starts and completes their full assignment. Eligibility and referred disciplines changes from time to time. Please ask your recruiter for the most up to date program rules. To ensure that you are given credit, your referral must provide your name at the time of their application.

#### *Professional Liability Insurance Coverage*

While on an assignment, the Agency offers you professional liability coverage up to \$2 million, paid for by the Agency. You must complete the application that was included with your Staffing Assignment Agreement to be eligible to receive this professional liability coverage, which is a requirement of your assignment.

### **Work Exposures, Injuries, Illnesses, or Liability Related Incidents**

It is critical that you notify the Facility and the Agency about any incidents that occur while you are on an assignment. Any on-the-job injuries, exposures to disease, and injuries or illnesses that require medical treatment (other than minor first aid) must also be handled as Workers’ Compensation claims to ensure timely payment of related expenses.

## **Workers' Compensation Insurance**

### *Reporting a Work Exposure, Injury or Illness*

Follow these steps to make sure you are properly reporting all work exposures, injuries and illnesses:

- Immediately notify your supervisor at the Facility of any work exposure, injury or illness regardless of the severity of the incident.
- If the incident DOES NOT require medical treatment other than minor first aid there is no need to open a Workers' Compensation claim and no action is required beyond notifying your supervisor at the Facility of the incident.
- If the incident DOES require medical treatment other than minor first aid

*FIRST* you must file a Workers' Compensation claim:

If you are being paid by the Agency directly you must file a claim by calling the Agency's Workers' Compensation hotline which is available 24-hours-a-day, 7-days-a-week (refer to the Contacts page at the beginning of the handbook for the toll-free hotline number). The hotline operator will file the claim, provide billing contact information and direct you to seek treatment from a designated clinic. It is critical that you seek treatment for work related incidents from a designated clinic whenever possible. Remember that you should only seek treatment at an emergency room for incidents that are truly emergencies.

If you are being paid by the Facility directly, you must file your Workers' Compensation claim through the Facility and then place a call to notify the Agency's Risk Management Department of the incident (refer to the Contacts page at the beginning of the handbook for the toll-free number).

*AFTER* you have filed a Workers' Compensation claim and received treatment you must fax a Work Status Report to the Risk Management Department (refer to the Contacts page at the beginning of the handbook for the toll-free number). A Work Status Report with a full medical release must be provided before you can return to work.

**IMPORTANT NOTE FOR EMPLOYEES IN OHIO, WASHINGTON STATE, NORTH DAKOTA, WYOMING AND THE U.S. VIRGIN ISLANDS:** These jurisdictions have state-run (called "monopolistic") workers' compensation programs with unique reporting requirements. For information on how to report incidents requiring medical attention in these jurisdictions you must call the Agency's Risk Management Department (refer to the Contacts page at the beginning of the handbook for the toll-free number).

### *How the Workers' Compensation Process Works*

The Agency maintains a policy of Workers' Compensation insurance to provide comprehensive coverage in the event of an on-the-job injury or work-related illness. Soon after reporting an incident that requires medical treatment other than minor first aid (as outlined in the "*Reporting a Work Exposure, Injury or Illness*" section above) the Agency's Workers' Compensation Claims Coordinator will contact you to review the claim, discuss lost time benefits, and review the Agency's return to work program. Please keep in mind that there are several critical things you must do to ensure the smooth handling of your workers' compensation claim including:

- Whenever you seek treatment relating to your workers' compensation claim, be sure to remind the provider that you have an open workers' compensation claim and give the provider the claim number, the name, mailing address and telephone number for the claims adjuster to ensure timely processing of related expenses.
- After every treatment relating to your workers' compensation claims – including your initial treatment – you must always get an updated Work Status Report from the treating provider and fax a copy to the Agency's Risk Management Department (refer to the Contacts page at the beginning of the handbook for the toll-free number). The Risk Management Department will forward the Work Status

Note to the claims administrator assigned to your claim. Failure to obtain and turn in timely Work Status Reports can result in delayed payments on your claim and your ability to return to work.

➤ The Agency endorses a strong return to work program. This means temporary modified duty work will be made available whenever possible. Please keep in mind that if you decline an offer of modified duty that is within your work restrictions your lost time benefits will be negatively impacted.

#### *Texas Employees Only*

In Texas treatment relating to workers' compensation claims must be rendered within the Agency's designated Health Care Network (HCN). This means that in general you are required to use network hospitals and doctors when seeking treatment for a work-related injury or illness.

#### *California Employees Only*

In California treatment relating to workers' compensation claims must be rendered within the Agency's designated Medical Provider Network (MPN). This means that in general you are required to use network hospitals and doctors when seeking treatment for a work-related injury or illness.

#### *Ohio, Washington State, North Dakota, Wyoming & U.S. Virgin Islands Employees Only*

If you are injured while on assignment in Ohio, Washington State, North Dakota, Wyoming, or the U.S. Virgin Islands, be aware that these jurisdictions have state-run (called "monopolistic") workers compensation programs with unique reporting requirements. For information on how to report incidents requiring medical treatment in these jurisdictions you must call the Agency's Risk Management Department (refer to the Contacts page at the beginning of the handbook for the toll free-number).

#### **Occupational Exposure to Disease**

If you are informed that you have been exposed to a contagious disease or a bloodborne pathogen (e.g. Tuberculosis, Hepatitis B, HIV), immediately report this exposure as outlined in the "*Reporting a Work Exposure, Injury or Illness*" section above. (See your Workplace Safety and Patient Care Standards Manual for further information about exposure to contagious diseases and bloodborne pathogens.) If you become ill and have reason to believe the illness is work-related, it is important that you immediately report the illness as outlined in the "*Reporting a Work Exposure, Injury or Illness*" section above just as you would an injury.

#### **Workplace Accommodations**

If you have a latex or other workplace sensitivity/allergy, or require other workplace accommodations (e.g. powder/soap/mask allergy, lifting restriction, cast/sling) you must complete the Work Related Allergies and Accommodations section of the Medical Records Release Statement (MRRS). The MRRS should be provided along with your physician statement to your QSA. Before the start of an assignment, if an accommodation is necessary based on the documentation you have provided, the Agency will then request the accommodation of the Facility and the Facility will determine if they are able to accommodate your specific needs.

#### **Liability Related Incident Reporting**

If you are involved in an incident in which there may be an allegation of negligence, an allegation of abuse or harassment or a violation of rules or procedures, it is **absolutely critical** that you notify your Facility supervisor and a Clinical Manager at the Agency immediately. You must also notify the insurance carrier under your professional liability policy in instances of alleged negligence. A delay in reporting the matter could result in an insurance Agency's rejection of any claim that may result. Reporting any involvement in a potential professional liability situation necessitates the collection of information.

Before you call, try to have the following information available:

- What was the date and time of the incident? What shift were you working? What is the name of the patient involved?
- Where in the Facility did the incident occur?



- What were you doing at the time of the incident? How did it occur?
- Who were the witnesses to the incident (patients, visitors, other staff, physicians, etc.)?
- What was the nature of the incident?
- Did the incident result in injury?
- Have there been any threats of legal action? By whom?
- Was there any equipment malfunction associated with the incident?

If possible, review your charting notes related to the incident to familiarize yourself with the situation. It is important that you refrain from discussing the incident with anyone other than a representative of the Agency, your insurance carrier or Facility management unless specifically directed to do so by a Clinical Manager or other Agency representative.

***A Note about Workers’ Compensation Fraud***

While the majority of participants in the workers’ compensation system are honest, workers’ compensation fraud is a serious concern. It is important that any potentially fraudulent activity relating to a workers’ compensation claim be immediately reported to the Agency. Workers’ compensation fraud is a felony and the Agency supports prosecution of fraud. The Agency is relying on you to help us to continue to make workers’ compensation coverage accessible and affordable and we depend on you to identify and report any suspicious activities.

**Credentialing Requirements**

Healthcare Employees must meet the professional credentialing and health standards (called “requirements”) based on the Facility to which they are assigned as well as the state in which they are working. In most circumstances, the expense required to achieve and maintain the requirements are your responsibility. These requirements will vary state to state and Facility to Facility, but there are requirements that are common across the country. Additionally, the federal government and other regulating bodies may impose regulations that must be adhered to by either your travel Agency or the Facility. Through your compliance, the Agency can ensure that every Healthcare Professional is practicing within the regulations issued by The Joint Commission, state and federal licensing authorities, OSHA, HIPAA and your professional association. The Agency provides you with the personalized assistance of a Quality Services Analyst (QSA) to bring your credentials into compliance with all the various assignment requirements. False representation of a reference contact or the reference content is considered professional misconduct and can adversely affect your eligibility with our Agency as well as have other potential negative consequences with professional licensing boards.

**NOTE:** It is advisable to obtain and keep with you copies of all your health records and evidence of formal education and continuing education received from a Facility or past employer. This information is required at certain assignments. Send current copies of the health screening and other documents mentioned in this section of the guide to your QSA. By keeping these items current in your file, you improve your likelihood of finding and being selected for the next assignment you desire. The general areas where you will find requirements are: licensure, certification, annual health evaluation, TB screening, vaccinations for common contagious diseases – including hepatitis B, work eligibility documentation and testing. Each of these requirements are described in more detail below. While not an exhaustive list of the possible requirements, it covers most. The following requirements will need to be on file with the Agency before you can begin your assignment and must remain in compliance with the Agency, hospital and Joint Commission requirements. Your QSA will let you know which requirements are needed immediately and will keep you updated on any documents that expire while you are on assignment.

- Employment Application
- Skills Checklist(s) for each applicable specialty area

- License for each state in which you hold a current license
- BLS or CPR (For assignments requiring direct patient care and depending on Facility)☒
- Certifications specific to your specialty areas
- Form I-9: Employment Eligibility (notarized/witnessed) along with copies of the documents used to complete the form
- Background Release Form
- Handbook Acknowledgement Form
- Medical Records Release Statement
- Professional Liability Insurance Application
- Job Specification
- Hepatitis B: Declination, Vaccination Series or Positive Titer
- Measles Vaccine (MMR) or Positive Titer (depending on Facility)
- Rubella Vaccine (MMR) or Positive Titer (depending on Facility)
- Physician's Health Statement (depending on Facility)
- Tuberculosis Screening or Chest Xray
- Drug Screen
- Social Security Card
- Knowledge Exam for your specialty area (depending on Facility)
- Workplace Safety Manual Acknowledgement

#### *State Licensure for Licensed Healthcare Employees*

If you will need a license for the individual state in which you will be employed on assignment, plan in advance. Our team of licensure professionals can assist you with state licensure as necessary. Licensing experts at Focus Staff will facilitate the verification of your credentials and act as a liaison between you and the state licensing board to ensure your license is issued in a timely manner. Or, your Recruiter or QSA can give you the phone number and address of each state board and an estimate of the average turn-around time on license processing. Many state boards have Internet services to assist with licensing.

#### *ACLS/BLS*

You must renew cardiopulmonary resuscitation training every two years. A few facilities may require annual renewal of this card. A copy of the certification must be on file at the Agency and the original taken to your assignment. Each Facility and unit has its own requirement for ACLS and BLS certification, which you must meet as a condition of employment.

#### *Physician's Health Statement*

Before you start your first assignment and annually thereafter, the Agency must have on file a statement by a physician stating that you are able to perform the essential functions of the position, with or without accommodations. If accommodations are required to perform the position for a particular assignment, you will need to provide information to assist the Agency and Client Facility in determining an appropriate accommodation and/or whether an accommodation is reasonable and can be made for the assignment. You may be required to provide a physician's release to the Agency in the event you miss more than three days' work as a result of illness or injury. Some facilities will perform their own physical examinations at the beginning of an assignment, background check or proficiency testing, and some may require you to bring additional health documentation to the assignment. Your QSA and/or the appropriate Facility representative will help you prepare to comply with all Facility requirements. Ask for copies of the results of any health testing done by facilities and fax them to your QSA. Your QSA will add them to your file so that they'll be available for future assignments.

#### *Drug Screen*

The Agency requires an annual drug screen; however some client facilities may require additional screening prior to the start of the assignment. Your QSA or recruiter will assist you with any scheduling needed.

#### *Tuberculosis (TB) Screening*

Updated TB testing is required a minimum of every 12 months and sometimes more frequently depending on the Facility and/or state requirements. Some facilities are now requiring a 2-step PPD Your QSA or recruiter will let you know the specific requirements for each assignment.

#### *MMR and Varicella Immunity*

Proof of immunization for measles (rubeola) and German measles (rubella) is required by many facilities. Your QSA will let you know whether immunization, a history of disease, or titers is used to assess immunity at each particular assignment Facility. PLEASE NOTE: It is becoming more common for facilities to require varicella and mumps immunization as well.

#### *Hepatitis B Immunity*

In adherence to OSHA regulations, you will need to provide the Agency with documentation of your past or present hepatitis B vaccination series, a titer demonstrating immunity to the virus, or a waiver of vaccination before you start your first assignment and annually thereafter.

The Agency will reimburse the reasonable expense incurred in obtaining a vaccination for hepatitis B in preparation for an assignment, paid once you have begun that assignment. We strongly advise you to take this significant preventive step if you have not already done so.

#### *Waiver of Hepatitis Vaccination*

You may decline to be vaccinated and waive your right to be reimbursed for this vaccination by submitting one of the following documents:

- Hepatitis B declination, acknowledging that you do not wish to be vaccinated at this time
- Appropriately authorized document substantiating that you have previously completed the HBV vaccination series
- Appropriately authorized document substantiating that antibody testing has revealed that you are immune to HBV
- A physician's statement indicating that the vaccine is temporarily or permanently contraindicated for medical reasons

If you initially decline HBV vaccination but decide to accept the HBV vaccine at a later date, while still on assignment, the Agency will reimburse the expense, upon submission of receipts. Should a booster dose be recommended at a future date, such booster dose(s) will also be reimbursed by the Agency if you are still an active Healthcare Professional on assignment with the Agency.

#### ***Identification/Work Eligibility Documents***

At the start of each assignment, you may need to present the original documents that establish both your identity and employment eligibility to the Facility's human resources personnel. Most often, a Social Security Card and a driver's license (or other government-issued picture ID) are used to complete the Employment Eligibility Verification Form (I-9), however you may use **any** documents approved by the USCIS. A current U.S. passport is acceptable to prove both identity and work eligibility. For questions regarding other acceptable documents, call your QSA well in advance of your departure for the assignment. The Agency participates in the Department of Homeland Security E-Verify Program. For more information on E-Verify, contact DHS at (888) 464-4218.

#### *Testing*

The Agency strives to place highly competent Healthcare Employees at its Facility clients. One method of assessing competency is testing in areas of clinical competency, knowledge and critical thinking. Your Recruiter will inform you of any testing requirements that must be completed either prior to, or once you arrive on assignment. Tests may include both Agency assessment exams as well as Facility specific

tests. If you receive a study guide for Facility testing, please review this information carefully. Study guides are available on RN.com for most Agency assessment tests and they may assist you in preparing for Facility specific exams. Preparation for testing in these areas will ensure you get off to a successful start with your assigned position. In many cases, passing the test with a certain score is required.

## **Tax Information**

### ***Miscellaneous Tax Documents***

#### ***W-2***

The Agency issues W-2 tax forms to every Healthcare Professional who has been paid on a Agency payroll assignment during the previous tax year. These statements are sent to your current address if you are on assignment during the last week in January. Otherwise, they are sent to the permanent address on file. Please update this information, or submit postal service change of address forms with each move as you travel. If you are employed on the Facility's payroll for a given assignment, keep the Facility's human resources or nursing office informed of your current address and contact the Facility if you do not receive a W-2.

#### ***Expense Reimbursements***

According to IRS regulations, for reimbursements to qualify as a non-taxable payment, i.e., a true reimbursement of monies paid, the Agency must have documentation that confirms the actual payment and what the payment covers. In addition, in order to be non-taxable, the reimbursement must be for a valid business expense, as defined by IRS regulations **and may require a copy of a Permanent Tax Letter (PTL) as defined in the Permanent Tax Residence Qualification section below.** We have attached an excerpt from IRS Publication 463 in the back of your handbook. For more information on taxable income and a complete version of IRS Publication 463, visit the IRS website at [www.irs.gov](http://www.irs.gov). If you have waived the insurance benefit in lieu of reimbursement for insurance you already carry, or if the Agency has agreed to reimburse you for other expenses you have incurred, we can accept only the following documentation for reimbursements:

- A copy of the front and back of the cancelled check showing the amount paid and, if applicable, the period covered. This does not mean a copy of a duplicate check – it must be a cancelled check received from your bank. Along with the check, we need an explanation of the payment. For insurance reimbursements, you must indicate the dates of coverage in which the payment applies.
- If you have payments automatically deducted from your bank account or a credit card, submit a copy of the bank statement or credit card statement and add documentation explaining the deduction or charge.
- A detailed receipt or statement from the place of business showing your name, the amount paid and, if applicable, the period covered. This includes hotel statements and car rental receipts.
- For Canadian Healthcare Employees: Fees for a TN visa can be verified with the visa as proof of payment, and do not require receipts. However, if the amount paid was more than \$50, receipts must be submitted in order to be reimbursed for the full amount paid.

Any requests for reimbursement made without the above documentation of payment will be delayed until proper documentation can be obtained. You must submit documentation of proof of payment within 30 days of your assignment end date to be eligible for reimbursement. Reimbursement requests submitted later than 30 days may be denied or subject to taxation.

#### ***Permanent Tax Residence Qualification***

One of the many components of the Healthcare Professional benefit package is free housing. In certain circumstances, the IRS will consider the cash value of the housing, furniture rental, and utility payments that the Agency pays on your behalf or the amount of your housing subsidy to be compensation under the Internal Revenue Code and subject to federal and state withholding taxes. The Agency will withhold federal and state taxes for the cash value of the housing, furniture rental, and utility payments paid by

the Agency on your behalf unless a declaration is received from you stating that you qualify for a Permanent Tax Residence. The IRS has issued Publication 463 that explains the criteria for declaration of a Permanent Tax Residence. An excerpt from IRS Publication 463 has been provided to you in the handbook appendix. You may obtain the entire IRS Publication 463 and additional tax information by calling the IRS at (800) TAX-FORM or visiting the IRS Internet site at [www.irs.gov](http://www.irs.gov). Additionally, many Healthcare Employees consult with a tax advisor to be certain their situation is thoroughly and correctly assessed. We strongly urge you to do the same. A Permanent Tax Residence Declaration Form is included in your Secondary Packet and MUST be completed and faxed to your assigned Customer Support Specialist. You may also send it directly from The Service Connection. If you have an exemption from tax withholding on the cash value of your housing, it will become effective on the date that the signed declaration is **received** by your assigned Customer Support Specialist.

***The exemption cannot be retroactively implemented.***

Please note that the permanent tax residence exemption requires an employee be on a temporary assignment. The IRS definition of temporary is one year or less. Therefore, if you continue working in the same geographic location for more than a year, you would by definition no longer qualify for this exemption.

## **Employment Practices**

### *Equal Employment Opportunity*

The Agency adheres to a policy of equal employment opportunity for applicants and Healthcare Employees, and does not discriminate based on race, color, creed, sex, gender, religion, pregnancy, national origin or ancestry, age, marital or veteran status, physical or mental disability, medical condition, genetic information or characteristics, sexual preference or any other consideration made unlawful by federal, state or local law.

### *Employment References*

Given the nature of clinical practice, employment references are best provided through direct interaction and working relationships. Agency employees may not provide employment references, only job position and dates of employment can be confirmed.

### *Moonlighting*

While on assignment, you may not perform scheduled work for any other healthcare facility without advance approval of the Agency. Your travel assignment is your primary employment and, therefore, any other work authorized must not interfere with your travel assignment.

### *Management of Confidential Records*

The Agency values your privacy. We comply with federal and state privacy laws and employ all reasonable security measures to protect your personal information from unauthorized access, use or disclosure.

## **Policy of Non-Discrimination and Non-Harassment**

### **A. Purpose and statement of policy**

It is the position of the Agency that its employees work in an environment free from all forms of unlawful discrimination or harassment, whether based on race, color, creed, sex, gender, religion, pregnancy, national origin or ancestry, age, marital or veteran status, physical or mental disability, medical condition, genetic information or characteristics, sexual preference or any other characteristic or status protected by law. Through this personnel policy, the Agency seeks to emphasize its prohibition of all forms of discrimination and harassment of the Agency's employees by managers, supervisors, coworkers, or clients and establish a procedure for handling allegations of discrimination or harassment.

This policy most frequently refers to sexual harassment, which is felt to be the form most in need of definition and explanation. Nevertheless, the policies and principles contained in this policy apply equally to all forms of discrimination and harassment, whatever the basis.

Harassment, including sexual harassment, is a violation of Title VII of the Federal Civil Rights Act of 1964 and of the California Fair Employment and Housing Act and various other state laws and will not be tolerated.

All applicable state laws will be followed. Engaging in harassment is considered grounds for disciplinary action, up to and including termination; thus all allegations will be taken seriously and promptly investigated. There will be no retribution against anyone who makes a good faith report of harassment, regardless of the outcome of the investigation.

## **B. Definitions**

**1. Sexual harassment:** Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

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

d. Sexual harassment does not refer to an occasional compliment of a socially acceptable nature or to normal, courteous, and mutually respectful interactions between persons. Rather, it refers to behavior that is not welcome: personally offensive or coercive, weakens morale, and therefore interferes with the effectiveness of the work environment.

**2. Verbal harassment:** Refers to epithets, derogatory comments, or slurs on the basis of sex, race, national origin, etc. Verbal harassment on the basis of sex includes any statement that is sexually oriented and considered unacceptable by a reasonable person in a workplace setting.

**3. Visual forms of harassment:** Includes objects, pictures, posters, cartoons, or drawings which are derogatory as to sex, race, national origin, etc., or which contain material that is sexually suggestive and offensive.

**4. Physical harassment:** Refers to assault, impeding or blocking movement, or any physical interference with the normal work or movement of another person based on sex, race, national origin, etc. It includes patting, pinching, brushing up against, cornering, hugging, kissing, or any similar physical contact considered inappropriate or unacceptable by another person.

### **Time Off and Leaves of Absence**

#### *Uniformed Services Employment and Reemployment Rights Act (USERRA)*

The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System and prohibits employers from discriminating against past and present members of the uniformed services and applicants to the uniformed services. USERRA requires covered employers to provide unpaid leave of absence to employees to fulfill military service.

#### *Reemployment upon Conclusion of Military Leave*

An employee has the right to be reemployed in his/ her civilian job if the employee leaves that job to perform service in the uniformed service and: (1) ensures that the Agency receives advance written or verbal notice of the service; (2) has five years or less of cumulative service in the uniformed services while with the Agency; (3) returns to work or applies for reemployment in a timely manner after

conclusion of service; and (4) has not been separated from service with a disqualifying discharge or under other than honorable conditions. If the employee is eligible for reemployment, the employee must be restored to the job and benefits he/she would have attained if he/she had not been absent due to military service or, in some cases, a comparable job. The type of position to which the veteran must be reinstated depends upon the period of service and on the veteran's abilities at the time of reinstatement.

#### *Right to be Free from Discrimination and Retaliation*

The Agency will not deny initial employment, reemployment, and retention in employment, promotion or any benefit of employment to any employee based on that employee's past or present membership in the uniformed services, application for membership in the uniformed services or obligation to serve in the uniformed services. In addition, the Agency will not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

#### *Health Insurance Protection*

Employees have the right to elect to continue existing employer-based health coverage for employees and dependents for up to 24 months while serving in the military, at their own expense (if leave is more than 30 days). If continued coverage is not elected during military service, employee has the right to be reinstated to the Agency's health plan when he/she is reemployed, generally without any waiting periods or exclusions, except for service connected illnesses or injuries.

#### *Enforcement*

The U.S. Department of Labor, Veterans Employment and Training (VETS) is responsible for investigation and enforcement of USERRA. VETS may be reached directly at 1-866-4-USA-DOL or <http://www.dol.gov/vets>. An interactive online USERRA advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

#### *Other Leaves of Absence*

##### *Unpaid Leave of Absence, including Family and Medical Leave Act (FMLA)*

The Agency complies with federal and state laws in providing leaves of absence. If you have questions regarding leaves of absences not addressed in this handbook, please contact your Recruiter. Unless otherwise required by state or federal law, the granting of leave is at the Facility's sole discretion. There is no guarantee of reinstatement upon the conclusion of a leave of absence unless required by law. To review eligibility for an unpaid leave of absence, please contact your Benefits Coordinator at the Agency.

##### *Unpaid Medical Leave of Absence for Work-Related Illness or Injury*

Leaves of absence of reasonable duration are granted, upon written request, regardless of length of service, to employees who sustain a work-related injury or illness (supported by medical certification). Please see the section on Workers' Compensation.

##### *Leave Under FMLA and the California Family Rights Act (CFRA)*

This section describes FMLA leave (all employees) and CFRA leave (California employees only). **Such leaves are unpaid.**

#### *Eligibility*

Upon request, FMLA/CFRA leave is granted to employees who meet both of the following requirements:

- Have been employed by the Agency for at least 12 months.
- Have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the FMLA/CFRA leave.

#### *Basic Leave Entitlement*

Eligible employees are provided up to **12 weeks** of unpaid, job-protected leave for the following reasons:

- For a serious health condition that makes the employee unable to perform the employee's job (including pregnancy);
- To care for the employee's child after birth or placement of a child for adoption or foster care; additionally for CFRA (CA employees only): to bond with the employee's newborn child, adopted child or foster care child;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; additionally for CFRA (CA employees only), to care for a registered domestic partner.

#### *Definition of Serious Health Condition*

A serious health condition is an illness, injury, impairment or other physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment or supervision by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### *FMLA Military Family Leave Entitlements*

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the Armed Services, National Guard or Reserves in a support of a contingency operation 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 reintegration 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 a member of the Armed Forces, including a member of the National Guard or Reserves, or a Veteran who has a serious injury or illness incurred in the line of duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retirement list. Eligible employees are limited to a combined total of 26 weeks for FMLA Military Family Leave and FMLA-qualifying reasons.

#### *Benefits and Protections*

During FMLA and CFRA leave, the Agency will maintain the employee's health coverage under the Agency's group health plan on the same terms as if the employee was actively at work. Any share of an employee's health plan premiums, which had been paid by the employee prior to FMLA/CFRA leave (i.e., all premiums for dependent coverage) will continue to be paid by the employee during the FMLA/CFRA leave period. Premiums are due on a monthly basis, paid in advance, or through other arrangements made by the employee with the Benefits Department prior to commencement of the FMLA/CFRA leave (e.g., prepayment of premiums, payroll deduction). If premiums are not paid within 30 days of the due date, the applicable insurance coverage will be canceled. In the event that an employee fails to return to work after the employee's FMLA/CFRA leave entitlement has been exhausted or expires, the Agency will recover its share of health plan premiums paid on behalf of the employee during the unpaid FMLA/CFRA leave, unless the reason the employee does not return is due to:



- The continuation, recurrence or onset of a serious health condition which would entitle the employee to FMLA/CFRA leave.
- Other circumstances beyond the employee's control.

On return to the Agency from FMLA/CFRA leave, employees return to the same position held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless their position is eliminated during the term of the leave, the term of a contractual assignment expires during the term of the leave or as otherwise permitted by law. Use of FMLA or CFRA leave cannot result in the loss of any employment benefit that accrued prior to the start of leave.

#### *Use of Leave*

A employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Facility's operations. Leave due to qualifying circumstances arising out of a employee's spouse, son, daughter, or parent on active duty in the Armed Forces may also be taken on an intermittent basis.

#### *Employee Responsibilities*

Employees must provide Agency at least 30 days advance notice of the need to take FMLA/CFRA when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as possible. Employees must provide sufficient information for the Agency to determine if the leave may qualify for FMLA/CFRA protection and the anticipated timing and duration of the leave. Sufficient information may include documentation that the employee is unable to perform their job function, hospitalization or continuing treatment by a healthcare provider is necessary or an accommodation or intermittent leave of absence is recommended; an eligible family member has a medical condition that requires the employee's care, or supporting the need for military family leave. Employees must inform the Agency if the requested leave is for a reason for which FMLA leave was previously taken or certified and may also be required to provide certification and periodic recertification supporting the need for leave. The Account Manager will communicate an approved leave of absence with the Facility.

#### *Medical Certifications*

Employees' requests for FMLA/CFRA leave to care for their seriously ill spouse, child, parent or registered domestic partner, or due to their own serious health condition that render them unable to perform the functions of their position, are to be supported by a certification issued by the healthcare provider of the employee or the employee's ill family member. The Agency requires this certification prior to the commencement of leave if possible, and no later than 15 days after the Agency requests the certification (or re-certification) of the employee. If the Agency has reason to doubt the validity of medical certification, then the Agency may require the employee to seek a second opinion at the Agency's expense. The Agency may require recertification when an employee requests an extension of leave or as otherwise permitted by law.

#### *Agency Responsibilities*

The Agency will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Agency will provide the reason for ineligibility. The Agency will also notify the employee if the leave will be designated as FMLA protected leave and the amount of leave counted against the employee's leave entitlement. If the Agency determines that the leave is not FMLA protected, the Agency will notify the employee. It is unlawful for the Agency to interfere with, restrain, or deny the exercise of any right provided under FMLA or to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding

under or relating to FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit to enforce rights under FMLA.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining which provides greater family or medical leave rights.

#### *Total FMLA/CFRA Leave Permitted*

Eligible employees are generally entitled to a total of 12 weeks of unpaid FMLA/CFRA leave during any 12-month period (measured backward from the date an employee begins using any FMLA/CFRA leave). (See Military Family Leave section above for different leave duration entitlements.) However, an employee based in California who takes FMLA leave for a pregnancy-related disability may be eligible for up to an additional 12 weeks of CFRA leave in the 12-month period for reasons other than pregnancy-related disability. The amount of any such available CFRA leave will be reduced by any leave taken under FMLA during the 12-month period for reasons other than pregnancy-related disability. In some circumstances, leave under FMLA and CFRA may be taken on a reduced schedule or intermittent basis. Please contact the Benefits Department for additional information.

#### *Conclusion of Leave and Return to Work*

Before seeking to return to work from an FMLA/CFRA leave occasioned by the employee's own serious health condition, the employee should obtain a copy of the Agency's Physician Medical Release Form from the Quality Services Department and obtain their attending healthcare provider's clearance on this form. Employees should coordinate their return to work with their Benefits Coordinator.

#### *Leaves of Absence for California Employees Only*

**This section describes leaves that apply only to those employed in California.**

#### **State Disability Insurance (SDI) and Paid Family Leave (PFL)**

All California employees pay into the State Disability Insurance (SDI) and Paid Family Leave (PFL) programs through a payroll deduction. Employees are eligible for both benefits immediately upon employment and after a 7-day waiting period. Medical certification is required and the state Employment Development Department (EDD) Form must be completed and submitted to the EDD office by the employee. Neither benefit creates reinstatement rights.

Employees may receive PFL benefits for the birth of a child of the employee or employee's domestic partner; placement of child in connection with adoption or foster care; or serious health condition of the employee's child, spouse or domestic partner. PFL runs concurrently with FMLA/CFRA for employees who are eligible for those leaves.

#### **California Pregnancy Disability Leave (CPDL) and Accommodation**

For California employees only, unpaid leaves of absence are granted to employees, regardless of length of service, who are disabled by pregnancy, childbirth or a related medical condition. Up to four months or 88 working days of leave is available, as needed. For eligible employees, 12 weeks of this leave is taken concurrently with the 12 weeks of available leave under the FMLA. Additional leave may be available under the California Family Rights Act (CFRA). This leave can be taken intermittently or on a reduced schedule when medically advisable.

Employees who plan to take CPDL leave must give their Benefit Coordinator reasonable notice of the date the leave will commence and the expected duration of the leave as soon as they can ascertain with reasonable certainty the expected date the leave will begin. Upon return from CPDL, an employee will be returned to her original job unless the job ceases to exist, in which case she may be reinstated to a comparable position (in terms of pay, location, job content and promotional opportunities) unless no comparable position exists. As a condition of returning from leave under CPDL, an employee must provide the Agency with a certification from her healthcare provider that she is able to resume work. Contact the Benefits Coordinator for the Return to Work Form. Employees who take leave under CPDL

longer than (4) four months will be treated with the same consideration for reinstatement as any other employee returning from a medical disability leave of similar duration. If the employee is eligible for CFRA leave, in addition to leave under CPDL, then her reinstatement rights will be covered by the Family and Medical Leave policy. During CPDL, the Agency will maintain the employee's health coverage under the Agency's group health insurance plan on the same terms and conditions as if the employee was actively at work for up to four months during a twelve month period. Any share of an employee's health plan premiums which were paid by the employee prior to CPDL will continue to be paid by the employee and any share paid by the Agency will continue to be paid by the Agency. Arrangements for payment should be made through the benefits department prior to or upon commencement of CPDL. A pregnant employee may be entitled to transfer to a less strenuous or hazardous position for the duration of her pregnancy upon request, where such transfer can be reasonably accommodated. An employee may also be entitled to reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions upon request, where such reasonable accommodation would not cause an undue hardship to the Agency and/or the assignment Facility. A request for reasonable accommodation or transfer must be supported by the written certification of the employee's healthcare provider that such an accommodation or transfer is medically advisable.

### **Substance-Abuse Prevention Policy**

#### *Introduction*

The Agency intends to maintain a workplace free of alcohol and the abuse of drugs, and to discourage alcohol and drug abuse by its Healthcare Employees. The Agency has a vital interest in maintaining safe and efficient working conditions for its Healthcare Employees, as well as for each of the client facilities with which it works, and their employees and patients. Substance abuse is incompatible with health, safety, efficiency, and success at the Agency. Healthcare Employees who abuse illegal drugs or who are under the influence of alcohol while on the job or when representing the Agency, compromise the Agency's interests, endanger their own health and safety and the health and safety of others. The Agency has therefore established this policy concerning the use and abuse of alcohol and drugs. As a condition of continued employment with the Agency, all Healthcare Employees must abide by this policy, which sets out the Agency's policy and procedures regarding: (i) the use, sale, possession, transfer, or other misconduct involving illegal drugs; (ii) the use and misuse of legal drugs; (iii) alcohol use and misuse; and (iv) drug and alcohol testing. This policy applies, without exception, to all Healthcare Employees and applicants to become Healthcare Employees working for the Agency.

#### *Prohibited Activity*

##### *Drugs*

The Agency strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation, and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs for which the use or possession is regulated or prohibited by federal, state, or local law, and includes prescription medications for which the individual does not have a valid prescription, or which are used in a manner inconsistent with the prescription.

The Agency recognizes that many employees use prescription and over-the-counter medicines. This policy does not prohibit employees from the lawful use and possession of prescribed or over-the-counter medications. However, an employee taking medication should consult with the prescribing healthcare professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and must promptly disclose any work restrictions to a Agency representative, so that measures may be taken to ensure that the employee can work safely. Medicines brought to the workplace should be carried in their original containers; however, the Healthcare

Professional should be aware of each Facility's policy. Over-the-counter or prescription medications containing alcohol should not be used while working or just before commencing work.

#### *Alcohol*

The Agency prohibits the use of alcohol while on duty. Healthcare Employees are also prohibited from working or coming onto Facility premises under the influence of alcohol. Moreover, the use or abuse of alcohol off the job which impairs performance on the job may subject the user to disciplinary action.

#### *Under the Influence*

For the purpose of this policy, being under the influence means that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. Under the influence is not confined to symptoms consistent with misbehavior or obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance.

#### *Discipline*

Compliance with this policy is a condition of employment. Individuals in violation of this policy will be subject to adverse employment action, up to and including termination. Applicants in violation of this policy will not be hired. A confirmed positive drug test also is considered proof of a violation of this policy.

#### *Drug & Alcohol Testing Requirements*

The Agency may test for the presence of the following substances, or their metabolites: marijuana (cannabinoids); cocaine; opiates and synthetic narcotics (including heroin, morphine, codeine, meperidine, and oxycodone); amphetamines (including methamphetamine); barbiturates; benzodiazepines (Valium, Xanax); methadone; phencyclidine (PCP); propoxyphene; alcohol; and any other drugs subject to abuse, in the following circumstances:

**Pre-Employment** – Individuals may be offered employment conditioned on taking and passing a drug test before commencing work. Employment offers will be withdrawn whenever an applicant receives a verified positive test result or refuses to participate in the testing process. Failure to show for a scheduled drug screen may be viewed as refusal to submit to drug screen and result in withdrawal of employment offer.

**Reasonable Suspicion** – When Agency or client Facility management has reason to believe that any Healthcare Professional has violated this policy, the individual may be asked to submit to a reasonable suspicion drug and alcohol test. Requests for tests based upon reasonable suspicion will be based upon contemporaneous observations of the individual's behavior or performance, or other indication that this policy may have been violated. Examples of what may trigger a request to submit to a reasonable suspicion test include, but are not limited to, one or more of the following:

- Observed suspected drug or alcohol abuse
- Bizarre or erratic behavior (endangerment to self, co-workers, property, equipment or services provided), or a pattern of conduct that indicates substance abuse may be a problem
- Observed suspected possession of alcohol, drugs or drug paraphernalia while on Facility premises
- Information of above, provided by either a reliable and credible source, or independently corroborated
- A pattern of unexplained absenteeism, tardiness, or other unexplained change in job performance
- A physical appearance, odor, or symptoms which may indicate drug or alcohol abuse

Healthcare Employees asked to take a reasonable suspicion drug and/or alcohol test will be escorted to the collection site for testing and then provided with transport to their residence pending receipt of test

results. Refusal to submit to drug and or alcohol testing will be considered insubordination and will be grounds for termination.

**Post-Accident** – Any Healthcare Professional who is involved in a serious incident or accident while on duty (on or off Facility premises) and in which the Healthcare Professional’s actions, or failure to act appear to have played a part in the accident, may be asked to submit to a post-accident drug and/or alcohol test as part of the investigation of the incident. “Serious accidents” include any involving a serious injury or death and those accidents in which significant property damage is incurred or emergency medical treatment required. All such tests will be conducted as soon as possible after the Agency or Facility learns of the accident or incident, but after any necessary emergency first aid has been administered.

**Facility-Required Testing** – On occasion, a Facility will require Healthcare Employees who perform work on their behalf to comply with the Facility’s drug-free workplace and drug and alcohol testing policy. Healthcare Employees subject to testing at Facility request will be informed in advance of beginning work for that Facility, or at the time such requirement becomes applicable. Healthcare Employees should orient themselves to the Facility’s specific drug testing policies upon arrival at the Facility to begin an assignment.

#### *Procedures for Drug & Alcohol Testing*

**Consent** – No alcohol test may be administered, sample collected, or drug test conducted on any sample without the written consent of the person being tested. However, a person’s refusal to submit to a proper test will be viewed as insubordination and will subject the person to disciplinary action, up to and including termination. The Agency will pay the costs of all drug and/or alcohol tests it requires of Healthcare Employees and applicants.

**Collection and Chain-of-Custody** – Persons being tested will be asked to provide a urine, hair, breath, blood, or saliva sample by the collection site person. Procedures for the collection of specimens will allow for reasonable individual privacy, unless there is a reason to believe the individual may alter or substitute the specimen to be provided. Urine specimens will be tested for temperature, and may be subject to other validation procedures as appropriate. The collection site person and the person being tested will maintain chain-of-custody procedures for specimens at all times. A valid photo ID will be required at the time of testing.

**Testing Methods** – All drug test samples will be screened using an immunoassay technique and all presumptive positive drug tests will be confirmed by a certified laboratory using gas chromatography/mass spectrometry (GC/MS). Breath, blood, and/or saliva tests may be used to detect the presence of alcohol. Tests will seek only information about the presence of drugs and alcohol (or their metabolites) in an individual’s specimen, and will not test for any medical condition.

**Notification** – Any individual who tests positive for drugs will be notified by a Medical Review Officer (“MRO”) (a health care professional with an expertise in toxicology), and given an opportunity to provide any legitimate reasons he or she may have that would explain the positive drug test. If the individual provides an explanation acceptable to the MRO that the positive drug-test result is due to factors other than the consumption of illegal drugs, the MRO will order the positive test result to be disregarded and will report the test as negative to the Agency. Otherwise, the MRO will verify the test as positive. Individuals may request a copy of their own positive test result. In addition, an individual who tests positive for drugs may request that this same sample be sent to an independent certified laboratory for a second confirmatory test, at the individual’s expense, although the Agency may suspend, transfer, terminate or take other appropriate action pending the results of any such re-test.

#### *Compliance with All Applicable Laws*

The Agency will implement its Substance Abuse Prevention Policy, including the drug and alcohol testing portion and participation in voluntary rehabilitation, in a manner that complies with relevant federal, state and local law. Any decision to seek help voluntarily will be treated as confidential and communicated only to those Agency employees and Facility contacts with a need-to-know.

#### *Confidentiality*

All records relating to positive test results, drug and alcohol dependencies, and Healthcare Professional medical information shall be kept confidential, and disseminated to and within the Agency, only on a need-to know basis. Such records will be kept in secure files. Test results may be released to the Facility, on a need-to know basis only, and to applicable licensing authorities. Results will not be released to any other individual or entity without the written consent of the tested individual, except as otherwise may be required by law or applicable licensing authorities.

#### *Refusing a Test*

An individual's refusal to submit to drug and/or alcohol testing will be considered insubordination and will be grounds for termination. Attempts to tamper with, substitute, adulterate, dilute, evade, or otherwise falsify a test sample are considered refusals to submit to a test, as is a failure to appear at the testing location promptly after being asked to submit to a test.

### **Conflicts of Interest**

Focus Staff expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Company. Business dealings that appear to create a conflict between the interests of the company and an employee are unacceptable. The company recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However the employee must disclose any possible conflicts so that the company may assess and prevent the potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the company's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Human Resources Department to obtain advice on the issues. The purpose of this policy is to protect employees from any conflict of interest that might arise. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

#### *Financial Interests in Other Business*

An employees and his or her immediate family may not own or hold any significant interest in a supplier, customer or competitor of the Company, except where such ownership of interests consists of securities in a publicly owned company and that securities are regularly traded on the open market.

#### *Acceptance of Gifts*

No employee may solicit or accept gifts of significant value (i.e., in excess of \$25.00), lavish entertainment or other benefits from potential and actual customers, suppliers or competitors. Special care must be taken to avoid even the impression of a conflict of interest. An employee may entertain potential or actual customers if such entertainment is consistent with accepted business practices, does

not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass the company.

#### *Reporting Potential Conflicts*

An employee must promptly disclose actual or potential conflicts of interests, in writing, to his or her Supervisor. Approval will not be given unless the relationship will not interfere with the employee's duties or will not damage the Company's relationship.

#### *Dispute Resolution*

The Agency encourages Healthcare Employees who have questions or complaints to bring them to the attention of their Recruiter, depending on the nature of the issue. If a Healthcare Professional is unable to resolve the issue, after this discussion, the Healthcare Professional may present the grievance to the following Agency representatives, in this order: the team supervisor, the manager of the respective department, and at anytime, the Managing Partner, Kyle Rhodes ([kyle@focus-staff.com](mailto:kyle@focus-staff.com)) Healthcare Employees will not be subjected to coercion, discrimination, or reprisal for voicing complaints or recommending changes in good faith.

It is impossible to foresee every situation that could arise for the agency and its Healthcare Professionals. This handbook serves as a precedent but will always be an evolving document. Changing circumstances may necessitate the policies, practices, and benefits illustrated in this handbook to change from time to time. Agency's management reserves the right to modify, and to add to, or rescind any provision in this handbook. It would be our goal to send a completed updated version of the handbook when these changes are made, but there may be times where policies will change without a recent distribution of amended handbook.

### ***Formal Complaint Process***

#### **A. Procedure**

1. Any Healthcare Professional who believes that he/she may have a formal grievance should immediately follow the Facility policy for reporting grievances. Furthermore, the Healthcare Professional should contact their representative to obtain our Complaint/Grievance form for completion and submittal. Additionally, he/she should report the incident to the Clinical Manager at the Agency providing the contact information for the person at the Facility to whom the conduct and/or incident involves.
2. The Agency representative will contact the appropriate personnel at the Facility to confirm that they are fully investigating the complaint. The Agency representative will work with the Facility and the Healthcare Professional in communicating the status of the investigation. The Agency representative will communicate with the Healthcare Professional updates as they are provided by the Facility.
3. If the conduct involves an employee of the Agency, the Healthcare Professional is to contact the Agency and report the conduct. The Agency Representative will notify the Agency's Human Resources Department of the situation. It is the Agency's policy to investigate all such complaints promptly and thoroughly. This investigation may include interviewing the reporting Healthcare Professional. When the investigation is complete, where appropriate, the results of the investigation will be communicated to the reporting Healthcare Professional, and other appropriate personnel, such as supervisors.
5. It is important to note that Healthcare Employees who in good faith report incidents of misconduct will not be penalized for their reports. All efforts to maintain confidentiality will be taken but cannot be guaranteed.
6. The Equal Employment Opportunity Commission (EEOC)'s mission is to promote equal opportunity in employment. The EEOC is also responsible for enforcement of federal civil rights laws. The EEOC maybe reached directly at:

U.S. Equal Employment Opportunity Commission  
1801 L Street, N.W.  
Washington, D.C. 20507  
Phone: (202) 663-4900  
TTY: (202) 663-4494  
To be automatically connected with the nearest EEOC field office, call:  
Phone: (800) 669-4000  
TTY: (800) 669-6820

In addition to the information in this handbook, Healthcare Employees working in California should also consult the Department of Fair Employment and Housing Pamphlet "The Facts About Sexual Harassment" provided at the start of the assignment. The DFEH can be reached directly at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) or via telephone at (800) 233-3212.

### IRS Information

*Department of the Treasury Internal Revenue Service Excerpt from: IRS Publication 463 - "Travel, Entertainment, Gift, and Car Expenses" Pages 3 – 4*

*To obtain a complete copy of this publication or other IRS documents on the Internet go to: [www.irs.gov](http://www.irs.gov)*

### Tax Home

To deduct travel expenses, you must first determine the location of your tax home. Generally, your tax home is your regular place of business or post of duty, regardless of where you maintain your family home. It includes the **entire city or general area** in which your business or work is located. If you have more than one regular place of business, your tax home is your main place of business. See *Main place of business or work*, later. If you do not have a regular or a main place of business because of the nature of your work, then your tax home may be the place where you regularly live. See *No main place of business or work*, later. If you do not have a regular place of business or post of duty and there is no place where you regularly live, you are considered a **transient (an itinerant)** and your tax home is wherever you work. As a transient, you cannot claim a travel expense deduction because you are never considered away from home.

#### **Main place of business or work.**

If you have more than one place of work, consider the following when determining your main place of business or work. 1) The total time you ordinarily spend working in each area. 2) The degree of your business activity in each area. 3) The relative amount of your income from each area. **Example.** You live in Cincinnati where you have a seasonal job for 8 months each year and earn \$25,000. You work the other 4 months in Miami, also at a seasonal job, and earn \$9,000. Cincinnati is your main place of work because you spend most of your time there and earn most of your income there.

#### **No main place of business or work.**

You may have a tax home even if you do not have a regular or main place of work. Your tax home may be the home where you regularly live.

#### **Factors used to determine tax home.**

If you do not have a regular or main place of business or work, use the following three factors to see if you have a tax home.

- 1) You perform part of your business in the area of your main home and use that home for lodging while doing business in the area.
- 2) You have living expenses at your main home that you duplicate because your business requires you to be away from that home.



3) You have not abandoned the area in which both your traditional place of lodging and your main home are located; you have a member or members of your family living at your main home; or you often use that home for lodging. If you satisfy all three factors, your tax home is the home where you regularly live, and you may be able to deduct travel expenses. If you satisfy only two factors, you may have a tax home depending on all the facts and circumstances. If you satisfy only one factor, you are a transient; your tax home is wherever you work and you cannot deduct travel expenses.

**Example 1.** You are single and live in Boston in an apartment you rent. You have worked for your employer in Boston for a number of years. Your employer enrolls you in a 12-month executive training program. You do not expect to return to work in Boston after you complete your training. During your training, you do not do any work in Boston. Instead, you receive classroom and on-the-job training throughout the United States. You keep your apartment in Boston and return to it frequently. You use your apartment to conduct your personal business. You also keep up your community contacts in Boston. When you complete your training, you are transferred to Los Angeles. You do not satisfy factor (1) because you did not work in Boston. You satisfy factor (2) because you had duplicate living expenses. You also satisfy factor (3) because you did not abandon your apartment in Boston as your traditional home, you kept your community contacts, and you frequently returned to live in your apartment. You have a tax home in Boston for travel expense deduction purposes.

**Example 2.** You are an outside salesperson with a sales territory covering several states. Your employer's main office is in Newark, but you do not conduct any business there. Your work assignments are temporary, and you have no way of knowing where your future assignments will be located. You have a room in your married sister's house in Dayton. You stay there for one or two weekends a year, but you do no work in the area. You do not pay your sister for the use of the room. You do not satisfy any of the three factors listed earlier. You are a transient and have no tax home. Because you are never away from home, you cannot deduct the cost of your meals and lodging as travel expenses.

#### *Living away from your tax home*

If you (and your family) live in an area outside your tax home (main place of work), you cannot deduct the cost of traveling between your tax home and your family home. You also cannot deduct the cost of meals and lodging while at your tax home. See *Example 1* that follows.

If you are working temporarily in the same city where you and your family live, you may be considered as traveling away from home. See *Example 2*, below.

**Example 1.** You are a truck driver and you and your family live in Tucson. You are employed by a trucking firm that has its terminal in Phoenix. At the end of your long runs, you return to your home terminal in Phoenix and spend one night there before returning home. You cannot deduct any expenses you have for meals and lodging in Phoenix or the cost of traveling from Phoenix to Tucson. This is because Phoenix is your tax home.

**Example 2.** Your family home is in Pittsburgh, where you work 12 weeks a year. The rest of the year you work for the same employer in Baltimore. In Baltimore, you eat in restaurants and sleep in a rooming house. Your salary is the same whether you are in Pittsburgh or Baltimore. Because you spend most of your working time and earn most of your salary in Baltimore, that city is your tax home. You cannot deduct any expenses you have for meals and lodging there. However, when you return to work in Pittsburgh, you are away from your tax home even though you stay at your family home. You can deduct the cost of your round trip between Baltimore and Pittsburgh. You can also deduct your part of your family's living expenses for meals and lodging while you are living and working in Pittsburgh.

#### *Temporary Assignment or Job*

You may regularly work within the city or general area of your tax home and also work at another location. It may not be practical to return home from this other location at the end of each work day. If your assignment or job away from your main place of work is **temporary**, your tax home does not change. You are considered to be away from home for the whole period you are away from your main place of work. Your travel expenses are deductible. Generally, a temporary assignment in a single location is one that is realistically expected to last (and does in fact last) for one year or less. However, if your assignment or job is **indefinite**, the location of the assignment or job becomes your new tax home and you cannot deduct your travel expenses while there. An assignment or job in a single location is considered indefinite if it is realistically expected to last for more than one year, whether or not it actually lasts for more than one year. If your assignment is indefinite, you must include in your income any amounts you receive from your employer for living expenses, even if they are called travel allowances and you account to your employer for them. You may be able to deduct the cost of relocating to your new tax home as a moving expense. See Publication 521, *Moving Expenses*, for more information.

*Exception for federal crime investigations or prosecutions.*

If you are a federal employee participating in a federal crime investigation or prosecution, you are not subject to the one-year rule for deducting temporary travel expenses. This means you may be able to deduct travel expenses even if you are away from your tax home for more than one year. For you to qualify, the Attorney General must certify that you are traveling:

- 1) For the federal government,
- 2) In a temporary duty status, and
- 3) To investigate or prosecute, or provide support services for the investigation or prosecution of, a federal crime. You can deduct your otherwise allowable travel expenses throughout the period of certification.

*Determining temporary or indefinite.*

You must determine whether your assignment is temporary or indefinite when you start work. If you expect employment to last for one year or less, it is temporary unless there are facts and circumstances that indicate otherwise. Employment that is initially temporary may become indefinite due to changed circumstances. A series of assignments to the same location, all for short periods but that together cover a long period, may be considered an indefinite assignment. The following examples illustrate when you can and cannot deduct travel expenses for a temporary assignment.

**Example 1.** You are a construction worker. You live and regularly work in Los Angeles. You are a member of a trade union in Los Angeles that helps you get work in the Los Angeles area. Because of a shortage of work, you took a job on a construction project in Fresno. Your job was scheduled to end in eight months, and you planned to return to Los Angeles at that time. The job actually lasted 10 months, after which time you returned to Los Angeles. Your family continued to live in your home in Los Angeles. While in Fresno, you lived in a trailer you own. You returned to Los Angeles most weekends and maintained contact with the local union to see if you could get work in Los Angeles. You realistically expected the job in Fresno to last eight months. The job actually did last less than one year. Because you expected to return home when it ended, your tax home is in Los Angeles for travel expense deduction purposes.

**Example 2.** The facts are the same as in *Example 1*, except that you realistically expected the work in Fresno to last 18 months. The job actually was completed in 10 months. Your job in Fresno is indefinite because you realistically expected the work to last longer than one year, even though it actually lasted less than one year. You cannot deduct any travel expenses you had in Fresno.

**Example 3.** The facts are the same as in *Example 1*, except that you realistically expected the work in Fresno to last 9 months. After 8 months, however, you were asked to remain for 7 more months (for a

total actual stay of 15 months). Initially, you realistically expected the job in Fresno to last for only 9 months. However, due to changed circumstances occurring after 8 months, it was no longer realistic for you to expect that the job in Fresno would last for one year or less. You can only deduct your travel expenses for the first 8 months. You cannot deduct any travel expenses you had after that time.

*Going home on days off.*

If you go back to your tax home from a temporary assignment on your days off, you are not considered away from home while you are in your hometown. You cannot deduct the cost of your meals and lodging there. However, you can deduct your travel expenses, including meals and lodging, while traveling from the area of your temporary place of work to your hometown and back to work. You can claim these expenses up to the amount it would have cost you for meals and lodging had you stayed at your temporary place of work. If you keep your hotel room during your visit home, you can deduct the cost of your hotel room. In addition, you can deduct your expenses of returning home up to the amount you would have spent for meals had you stayed at your temporary place of work.

*Probationary work period.*

If you take a job that requires you to move, with the understanding that you will keep the job if your work is satisfactory during a probationary period, the job is indefinite. You cannot deduct any of your expenses for meals and lodging during the probationary period.

*Members of the Armed Forces.*

If you are a member of the U.S. Armed Forces on a permanent duty assignment overseas, you are not traveling away from home. You cannot deduct your expenses for meals and lodging. You cannot deduct these expenses even if you have to maintain a home in the United States for your family members who are not allowed to access you overseas. If you are transferred from one permanent duty station to another, you may have deductible moving expenses, which are explained in Publication 521. A naval officer assigned to permanent duty aboard a ship that has regular eating and living facilities has a tax home aboard ship for travel expense purposes.

**Receipt for Employee Handbook**

*I acknowledge that I have received a copy of Focus Staff's Employee Handbook. I agree to read it thoroughly, including the statements in the foreword describing the purpose and effect of the handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from a Focus Staff Representative. I understand that Focus Staff is an "at will" employer and as such employment with Focus Staff is not for a fixed term or definite period of time. In addition I understand this handbook states Focus Staff's policies and practices in effect on the date of publication. I understand that nothing contained in this handbook may be construed as creating a promise of future benefits or a binding contract with Focus Staff for benefits or any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified, or terminated at any time.*

Please sign and date this receipt and return to Focus Staff, via fax at (888)215-2994

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Code of Ethics

Focus Staff Services, LP is dedicated to exceeding the expectations of its clients in the healthcare community. We are committed to providing professional, ethical, and quality healthcare staffing. Employees working for Focus Staff shall be guided by our Code of Ethics in evaluating their: professional conduct, commitment, performance and integrity.

*As an employee of Focus Staff, I will commit to the following values:*

- I will conduct myself in a professional manner with a high level of accountability-to my profession, job, employer, and workplace.
- I will recognize integrity as doing what is right and pursuing a high standard of conduct and honesty in all situations.
- I will treat all individuals encountered with respect and dignity.
- I will carry out responsibilities of my assigned job with a spirit of teamwork, respecting my co-workers and conducting myself in a manner that contributes to an environment free of all forms of harassment.
- I will protect confidences entrusted to me, in the course of professional practice; adhering to HIPPA guidelines; respecting the right to privacy of the client company, and my employer; revealing confidential information only as required by law to protect the welfare of the individual or community.
- I will respect all laws and avoid any involvement in false, fraudulent, or deceptive activity.
- I will honor all policies and procedures and assigned responsibilities.
- I will demonstrate a commitment to the key areas defined by regulating boards standards to monitor and improve the quality of my work.

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_