



EMPLOYEE POLICY MANUAL  
FIELD AND TRAVEL STAFF

## Introduction

Welcome to First Assist, Inc.

We are pleased to have you join us as one of our valued healthcare professionals. With the First Assist team, you are able to work in a manner that allows you the freedom to schedule your time and choose the type of facilities that suit your experience and lifestyle.

We want your employment to be a positive experience. First Assist believes that you will derive more satisfaction from each of your assignments if you know what you can expect from First Assist and what we and our clients expect from you.

### History of the Company

First Assist was founded in 1986 by Mary Richardson, an Operating Room Nurse, whose vision and dedication helped us grow into a Company with offices nationwide. Every employee working in our Branches and corporate office has extensive experience in healthcare and human resources, enabling us to understand and respond to the needs of our employees and clients. Our impeccable reputation makes First Assist the first choice when choosing a staffing company.

The Company provides per diem, contract and travel staffing to hospitals, surgicenters, clinics and physician offices. Our assistance is available 24 hours a day/7 days a week with skilled staffing coordinators available for after-hours emergent needs.

First Assist's corporate headquarters is located in Bethesda, Maryland, and the Company has Branch offices throughout the country. For current information about Company activities and new developments, visit our website at [www.firstassist.com](http://www.firstassist.com).

***We are committed to setting the standard for the healthcare staffing industry by providing our customers and employees with the highest levels of service, professionalism, quality and dependability.***

### How to Use this Manual

The purpose of this Employee Policy Manual is to describe the benefits that are available to you as an employee of First Assist and to give you general guidelines and information about the principal rules and policies that affect all our field employees.

The Manual is organized into five sections – General Employment Policies, Assignment Protocols, Travel Assignment Policies, Benefits and Compensation. Under each section, we have addressed the most relevant subjects. Obviously, the Manual cannot provide the final answer to every problem that may arise, but it will provide you with a guide for consistent action. Therefore, you should use it for that purpose and consult it as a reference when you have questions about the Company's day-to-day rules and policies. If you have a question that is not fully answered by the Manual or is not discussed in it at all, ask your Recruiter or your Staffing Coordinator.

You will also be given with this Manual a separate fact sheet for your local Branch or the Travel Division if you are a traveler. The fact sheets give contact information and other

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important information about policies and procedures specific to each Branch and the Travel Division.

Conditions may require the Company to change, modify, add to, or delete work rules, policies, and benefits described in the Manual or the fact sheets. The Company reserves the right to do any of these things unilaterally, at any time, and without prior notification.

**Finally, this Manual does not constitute an express or implied employment contract of any kind with respect to any of its provisions, including those provisions describing our disciplinary and discharge procedures. Nothing in this Manual is intended to bind First Assist contractually.**

At Will Employment Policy

The employment relationship between First Assist and each employee is an at will relationship. Accordingly, while the Company's goal is that each assignment will be completed in full, the Company does reserve the right to reassign an employee or terminate an individual's employment without prior notice and without using the standards and disciplinary procedures described in this Manual.

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We sincerely hope you find your experience with First Assist professionally stimulating, satisfying, and educational. If any questions, concerns, or problems arise, please contact your local First Assist office.

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## SECTION 1: GENERAL EMPLOYMENT POLICIES

## 1.10 Equal Employment Opportunity

It is First Assist policy to provide equal employment opportunity to all qualified employees and qualified applicants for employment without regard to race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other basis prohibited by law.

It is also our express policy to prohibit and seek to prevent any kind of harassment, particularly including sexual or racial harassment, with respect to our employees.

Any violation of this Equal Employment Opportunity Policy should be brought promptly to the attention of the Company. If you feel that you are being treated unfairly by First Assist or a First Assist client for a discriminatory reason, talk to your Staffing Coordinator, Recruiter, or the Manager of your local Branch or the Travel Division as soon as possible. The Company cannot put a stop to such conduct if it does not know about it. If your complaint concerns a client facility, we also encourage you to report your concerns directly to the client. Client facilities will generally have policies and procedures in place for reporting such behavior that you can and should take advantage of.

If you report a breach of this Policy to First Assist, the Company will fully investigate the complaint and will maintain confidentiality to the extent possible, given the Company's duty to investigate. Retaliation against any employee who makes a complaint about improper conduct, or against any other employee who provides information during the course of the investigation, is strictly prohibited.

Anyone who is found to have engaged in illegal discrimination or harassment will be subject to appropriate disciplinary action depending on the circumstances up to and including termination of employment.

## 1.15 Prohibition of Harassment

The Company will not condone or tolerate any harassment of, or discrimination against, applicants and employees on the basis of race, color, religion, sex, gender, sexual orientation, national origin, age, marital status or disability, (all as defined and protected by applicable law) or on any other basis prohibited by local, state or federal law. Harassment on any grounds, including sexual harassment, is unacceptable and will not be tolerated. This policy applies to all persons -- administrators, managers, supervisors and employees. **This is a zero tolerance policy.**

Sexual harassment has been defined generally as including unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, whenever (1) submission to the conduct is either an explicit or implicit term or condition of employment; (2) an employee's reaction to the conduct is used as a basis for employment decisions affecting that employee or (3) the conduct has the purpose or effect of interfering with the employee's work performance or creating an intimidating, hostile or offensive working environment. No employee or applicant should be subjected to unsolicited and unwelcome sexual overtures, nor should an employee or applicant be led to believe that an employment opportunity or benefit will in any way depend upon submission to demands of a sexual nature.

Because the standards as to what is prohibited conduct are not precise, all employees must be particularly careful to avoid any action or conduct which is, or could be viewed as, illegal conduct. Some behaviors are never appropriate for a professional environment. Some examples of inappropriate behaviors are:

- Any subtle or other pressure for sexual favors, including any suggestion that a person's giving in to, or rejecting, sexual advances will have an effect on the individual's employment or terms of employment.
- Racial or sexual jokes.
- Jokes that demean any ethnic or other protected group.
- Sexual flirtation or propositions.
- Repeated verbal remarks of a sexual nature.
- Displaying sexually suggestive pictures, drawings, cartoons, or objects.
- Degrading comments about an individual's appearance.
- Any uninvited touching, including patting, or repeated brushing against, another person's body.
- Frequent use of profanity.

In order to insure a work environment that is free from harassment to the greatest extent reasonably possible, every First Assist employee must be careful to insure that his/her conduct is proper and does not fall within the prohibitions of this policy.

If you feel that you have been the victim of harassment in violation of this policy, talk to your Staffing Coordinator, Recruiter, or the Manager of your local Branch or the Travel Division as soon as possible. The Company cannot put a stop to harassment if it does not know about it. If your complaint concerns harassment experienced at a client facility, we also encourage you to report your concerns directly to the client. Client facilities will generally have policies and procedures in place for reporting such behavior that you can and should take advantage of.

If you report an incident of harassment to First Assist, the Company will fully investigate the complaint and will maintain confidentiality to the extent possible, given the Company's duty to investigate. Retaliation against any employee who makes a complaint about improper harassment, or against any other employee who provides information during the course of the investigation, is strictly prohibited.

Anyone who is found to have engaged in illegal discrimination or harassment will be subject to appropriate disciplinary action depending on the circumstances up to and including termination of employment.

#### Additional Information for Massachusetts Employees

If you believe you have been subjected to harassment in violation of this policy, you may also contact either of the government agencies set forth below. The time period for filing a claim with either agency is 300 days.

U.S. Equal Employment Opportunity Commission  
One Congress Street  
10<sup>th</sup> Floor, Room 1001  
Boston, MA 02114  
617/565 3200

#### Massachusetts Commission Against Discrimination

One Ashburton Place, Room 601  
Boston, MA 02108  
617/994 6000

Dwight Street, Room 220  
Springfield, MA 01103  
413/739 2145

## 1.20 Professional Credentials

It is First Assist policy that all of our medical professionals must maintain the current credentials applicable to their professional discipline. For clinical employees, these include a current CPR card and ACLS card, as required.

This means that you must have the applicable licenses, certifications or other credentials before First Assist can place you on an assignment. In the case of travelers, applicable licenses and other credentials must be presented at least one week prior to the assignment start date. In addition, all applicable licenses, certifications or other credentials must be kept current throughout the duration of an assignment.

Current credentials must be kept on file at First Assist. A Company representative will notify you of a pending expiration date, but it is your responsibility to submit updated credentials before your existing credentials expire.

You must notify First Assist immediately if any of the following occur:

- Any of your credentials lapse;
- You are debarred or excluded from Medicare, any state Medicaid program, or any other federally- or state-funded health care program;
- You are convicted of any criminal offense;
- You come under investigation by any applicable licensing, registering, or certifying body; or
- You have charges filed against any license, registration or certification.

If your credentials lapse, you will ordinarily be put on inactive status and will not be eligible for assignments until First Assist receives current credentials.

If you are on a travel assignment and your credentials lapse, your assignment will be suspended, or even terminated. If this happens, you will not be paid and will be responsible for housing and other expenses incurred by the Company on your behalf during the suspension or as a result of the termination.

If you are a traveler who accepts an assignment in a state where you do not have a current license, First Assist will pay the license fee, on condition that you complete the assignment in full.

When on duty, you must keep your license and other credentials with you at all times. Upon request by a supervisor or other authorized personnel, you must present your license and/or other credentials.

## 1.25 Employment Authorization

Federal law requires that the Company ensure that employees are authorized for employment in the United States. Therefore, only individuals lawfully authorized for employment in the United States will be employed.

In connection with federal law, the Company must collect certain information and review certain documentation concerning your authorization to work. This information and documentation will be used only for compliance with the Immigration Reform and Control Act and not for any unlawful purpose. Documentation that confirms your legal eligibility to work must be presented to your Staffing Coordinator or Recruiter within 72 hours of your start date. If your employment authorization changes or terminates after the start date of your employment, please inform your Staffing Coordinator or Recruiter immediately.

## 1.30 Temporary Employment

All First Assist field and travel employees are engaged in temporary work and are generally paid on an hourly basis for hours actually worked. First Assist is dedicated to finding the right assignment for each and every employee, but you need to recognize that there is a risk that an assignment will not be available for you and that assignments may be cancelled. First Assist cannot and does not guarantee a specific number of assignments or a fixed duration of any assignment.

## 1.35 Confidentiality/HIPAA

It is First Assist policy that you must keep confidential all proprietary and other sensitive information that you have access to in the course of providing services to a client, including, but not limited to, patient information, patient records, quality assurance and utilization review information, computer passwords and client facility policies, procedures, and services. All medical records generated by you during the course of providing services to a client will be the property of the client. In addition, you must keep confidential all proprietary and sensitive information which you learn of, or have access to, concerning First Assist, including without limitation, financial information, actual and prospective client lists, computer printouts, pricing and bid information and marketing information.

First Assist requires every employee to sign a confidentiality statement, which may be provided to any client on request. In addition, you may be required to participate in appropriate training regarding the standards for privacy of patient health information established under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

You are also required to sign any additional confidentiality and/or non-disclosure agreement that may be required by a client and to abide by all rules, regulations and policies of a client regarding confidentiality and patient privacy under HIPAA. Failure to maintain client confidentiality, patient privacy and/or confidentiality of First Assist information may lead to termination of an assignment and termination of your employment by the Company, as well as further repercussions as designated by the applicable credentialing board and available at law. Your confidentiality obligations continue after the termination of your employment, regardless of the reason for termination.

## 1.40 Hiring by Client

You must not, during an assignment and for a period of six (6) months following the introduction to, or completion of your assignment with a client, directly or indirectly:

- seek or accept employment, or engagement as an independent contractor, by; or
- perform any services while on the payroll of any other staffing firm for,

any client to which you have been introduced or assigned by the Company, without the prior written consent of the Company. You understand that the Company may condition its consent upon the payment of a fee or other compensation to the Company by the client.

If at any time a client attempts to convert an assignment or an assignment extension, or to hire you directly, you agree to notify your Staffing Coordinator immediately.

You also agree not to refer other employees or candidates for employment to a client directly. Any such referrals must be made through the Company.

## 1.45 Performance Evaluations

It is First Assist policy to perform periodic evaluations of each employee at various intervals to insure the quality of his/her skills, professionalism, conduct, attendance and adherence to policy and procedure.

Generally, a client is asked to provide a written evaluation of any person assigned to them at the completion of the first assignment and every two months thereafter if a member of our staff continues on assignment at the same facility. In addition, oral evaluations by phone or in-person interviews between the Staffing Coordinator or Recruiter and the Client are performed on an ongoing basis.

If the evaluations by the client or First Assist show that there is a problem with your performance, your Staffing Coordinator or Recruiter may discuss the problem with you and gather more information as appropriate.

Some performance issues can be addressed by giving you a clearer understanding of what is expected of you to help you focus on doing a good job. If additional education, training or coaching is needed, your Staffing Coordinator or Recruiter may work with you to develop a performance improvement plan that targets the problem(s). Your Staffing Coordinator or Recruiter will generally set a time period for improvement and further evaluation.

Serious performance issues, such as serious misconduct, negligence or malpractice or failure to improve in areas previously addressed, may have to be dealt with more severely. Consequences in those cases may include suspension pending review, termination of employment or other disciplinary actions.

If you believe you have been treated unfairly or inappropriately regarding a performance issue, talk directly to your Staffing Coordinator or Recruiter first. If your concerns are not resolved, talk to your Branch Manager or, if you are a traveler, the Manager of the Travel Division.

## 1.50 Drug and Alcohol Free Policy

First Assist expects all employees to carry out their duties for First Assist clients in a professional and productive manner and in a manner that maintains and enhances the First Assist name and image. It is First Assist policy that no First Assist employee may provide services to a First Assist client or engage in Company business while away from the workplace while under the influence of non-prescribed or controlled substances or alcohol.

First Assist has developed the following guidelines for the purpose of providing you with information about First Assist's policy, the consequences of violating the policy, the circumstances in which testing will be required and the procedures for testing. Upon commencement of employment, you will be given a separate copy of this policy and asked to acknowledge your agreement to it by signing the Acknowledgment, Informed Consent and Release of Liability supplied by your Recruiter.

As with all other First Assist policies, this policy may be modified from time to time at the sole discretion of First Assist. This policy is subject to applicable law.

### Drug and Alcohol Free Policy

The Company wants to employ only people who are completely drug-free, who are not otherwise involved with illegal drugs, and who are not using, under the influence of, or impaired by alcohol while at work. In addition, the Company wants to comply with the Drug-Free Workplace Act of 1988 and the regulations promulgated thereunder, which apply when services are provided to government facilities. To this end, the Company expressly prohibits the following conduct by any of our employees:

- the use, sale, possession, concealment, distribution, dispensing, transportation, or manufacture of any controlled substance at any time, either in or outside of the workplace (except that drugs prescribed by a licensed physician may be taken in the prescribed or authorized dosage, so long as the dosage is consistent with the safe performance of the employee's duties and the employee's work performance is not affected);
- the adulteration or substitution of a specimen sample provided for controlled substance testing;
- the use, sale, possession, concealment, distribution, dispensing or transportation of any alcoholic beverage in the workplace at any time;
- the use or possession of any alcoholic beverage outside of the workplace, including while on any break from work, during the work day; and
- the use of any alcoholic beverage outside of the workplace at any time, if the employee shows any physical signs of such use while at work.

## Consequences of Violation

Violation of the drug and alcohol free policy will result in discipline, which may include suspension of a current assignment, immediate termination of a current assignment, cancellation of a scheduled assignment or termination of employment with First Assist.

Under certain circumstances, and subject to applicable law, you may be eligible for re-hire if you are re-tested at least thirty (30) days after termination and the test results are negative.

## Testing Program

1. Circumstances in which testing will be required. Subject to applicable law, every field employee is under an obligation, as an express condition of continued employment with First Assist, to submit to alcohol and/or drug abuse testing if requested to do so. Testing may be conducted in the following circumstances:
  - Pre-assignment – when required by the client, you must be tested before the assignment commences.
  - Reasonable Suspicion – First Assist or the client may require a test whenever your work performance, attendance, conduct, appearance, speech or other behavior on the job creates a reasonable question as to whether you are under the influence of alcohol or other drugs.
  - Post-accident – if you are involved in an accident on First Assist or client premises you may be required to be tested within twenty-four (24) hours after the accident.
  - Re-testing – if you are terminated after a positive test and wish to be considered for re-hire, you must submit to a re-test.
  - Additional Testing - First Assist may conduct additional or periodic testing required by applicable state or federal law or if deemed necessary by First Assist or a client.
  
2. Testing Procedure. When the conditions arise that, in the Company's sole discretion, justify testing, you will be notified by your Staffing Coordinator. Collection of specimens (normally a urine sample) will ordinarily be done on the premises of the laboratory that will do the analysis. You will receive directions from your Staffing Coordinator at First Assist as to how to make the appropriate arrangements to provide the samples needed. If testing is to be conducted by the client facility, you may receive, and should follow, directions from the client.

If the individual administering the tests has reason to believe that the sample you provide for testing has been adulterated (e.g. diluted or contaminated) or substituted, the sample will be refused for testing you will not be eligible for hire or continued employment. Methods used to determine adulteration include, but are not limited to, observation, temperature of sample, pH of sample and specific gravity of sample.

If you have recently taken medication(s) for which you have a valid prescription from a licensed health professional, you should disclose to the individual(s)

administering the tests what the medication(s) is/are. Such information will generally not be made available to First Assist.

3. Protocol for Positive Test Results. Subject to applicable law, First Assist will ordinarily follow these procedures if there is a positive test result: If positive test results are obtained, First Assist will confirm the test with the laboratory. You may request independent testing, at your expense, of the same specimen for verification of the test results by the same laboratory that performed the initial analysis or by another laboratory. Within thirty (30) days from the date of testing, First Assist will provide you with all of the following information, either in person or by certified mail:

- A copy of the laboratory test indicating the test results.
- A copy (or another copy, if one has previously been given) of this policy.
- Written notice of the disciplinary action to be taken pursuant to this policy.
- A written notification of your right to request an independent test.

#### Drug-Free Awareness Program

First Assist is committed to maintaining a substance-free workplace and to promoting compliance with this policy. To this end, First Assist will seek to promote awareness of this policy and will periodically provide information to employees about the dangers of drug abuse in the workplace. The Company does not currently sponsor a drug counseling, rehabilitation or employee assistance program.

#### Notification Requirements

As required by the Drug-Free Workplace Act, employees are hereby notified that, as a condition of providing services to government clients pursuant to a federal contract (such as VA facilities), each employee must abide by the terms of this policy and notify First Assist, within five (5) calendar days, if he/she is convicted of a criminal drug violation in the workplace. First Assist is required to notify all applicable contracting agencies within ten (10) calendar days after learning of the conviction.

## 1.55 Anti-Violence Policy

### Reporting violence in the workplace

It is First Assist policy that no employee should be subjected to actual or threatened violence in the workplace. If circumstances arise at a client facility that make you feel threatened, report the matter immediately to your supervisor on site and notify First Assist as soon as possible. If a client supervisor is not available, call First Assist immediately.

If you suffer an injury as a result of workplace violence, follow the procedures in Section 2.65 for reporting an on the job injury.

### Employee Violence

It is First Assist policy that none of our employees may use or threaten violence of any kind in the workplace, or any time they are engaged in Company business away from the workplace.

Violence includes any conduct that threatens or causes harm or bodily injury to another person, including abusive comments, threats, stalking or aggressive and/or unwelcome physical contact.

It is also First Assist policy that no employee may have, use or distribute weapons in the workplace, or any time they are engaged in Company business away from the workplace.

Any breach of this policy will result in disciplinary action, including immediate termination of employment.

## 1.60 Termination

Your employment with First Assist commences when you start your first assignment through the Company. "Assignment" is the term we use to describe the number of scheduled shifts that you are confirmed to work for a particular client. An assignment or your employment may come to an end in several different ways, for example:

### *End of Assignment*

- The assignment is completed
- The assignment is cancelled by the client
- The assignment is terminated due to unacceptable conduct or performance
- You are reassigned by First Assist

### *End of Employment*

- You are placed on inactive status
- You tell us that you wish to resign
- First Assist terminates your employment

### Termination of Assignment

If an assignment is cancelled or terminated by the client, your Staffing Coordinator or Recruiter will contact you and will let you know when the assignment is to end and the reason why. Sometimes, First Assist, at its sole discretion, deems an assignment to have been cancelled by the client for non-payment and needs to reassign you. In either case, unless your employment with First Assist is also terminated, your Staffing Coordinator or Recruiter will then work with you to find you another assignment.

All employees need to be aware that, due to the nature of the temporary staffing business, assignments are not guaranteed and there is a risk that a client may cancel or terminate an assignment at any time.

### Active and Inactive Status

Active status means that an employee is eligible for assignments and available for work. All credentials and other professional and personnel requirements must be up to date. Inactive status will apply if you are not eligible to work for any reason, or otherwise unavailable, including if:

- Your employment is terminated by First Assist
- Your credentials expire
- You cannot be contacted

### Standards of Conduct and Disciplinary Action

Regulations for the acceptable conduct of employees are necessary for the orderly operation of any organization and for the benefit and protection of the rights and safety

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of all employees. The purpose of rules and regulations is not to restrict the rights of anyone, but to define the rules which protect the rights of all.

It is impossible to describe every standard of conduct for every circumstance in this Manual. However, all employees are expected to comply with and abide by all of our rules and standards at all times, and discipline and discharge may be imposed for unacceptable conduct or performance. The level of discipline or discharge imposed by the Company for unacceptable conduct will depend upon, among other things, the seriousness of the employee's conduct, the circumstances under which it occurred, the employee's record of prior discipline, and the employee's record of work performance.

Some of the Company's rules and standards, a violation of which can result in disciplinary action up to and including termination of employment, are listed below. These rules are not all-inclusive. Any conduct, even if not specifically described below, that could cause a personal accident, injury to other employees or a patient, a breakdown of discipline, disruption of work, or is otherwise harmful to the Company or the client will result in disciplinary action.

A non-exhaustive list of representative rules, the violation of which could result in disciplinary action, includes the following:

- Supplying false or misleading information when applying for employment, or at any time during your employment.
- Failing to keep credentials up to date.
- Falsifying time cards.
- Theft or unlawful possession of stolen, lost or mislaid property of the Company, clients or patients.
- Committing illegal, unethical or unprofessional conduct
- Possession, using or being under the influence of illegal drugs or alcohol at any time while on duty.
- Refusal or failure to perform assigned work, to follow a supervisor's instructions, or any act of insubordination; failing to give a high degree of service to any client; gross negligence or carelessness.
- Violation of the Company's equal employment opportunity, discrimination or harassment (including sexual harassment) rules.
- Engaging in any act of physically abusive conduct, discourteous conduct, using abusive language, rudeness, or similar acts to client personnel, patients or fellow employees.
- Cancellation of an assignment without sufficient notice, or unauthorized departure from an assignment after it has commenced.

- Excessive tardiness and/or absenteeism.
- Violation of patient confidentiality.
- Violation of any Client policies or procedures or the policies or procedures contained in this Manual.
- Unsatisfactory job performance, as determined by the Company.
- Any other serious offense as determined by the Company.

The action taken by the Company whenever a rule or standard of conduct is not followed may include the disciplinary methods described below. **These, however, are guidelines and not an enforceable commitment. As previously described, this Manual does not constitute an express or implied employment contract of any kind with respect to any of its provisions, including these provisions describing our standards of conduct and disciplinary procedures. Nothing in this Manual is intended to bind the Company contractually. In particular, you may not rely on any of these provisions describing our standards of conduct and disciplinary procedures as limiting the Company's discretion and ability to discipline or discharge you. As a result, you may be disciplined, up to and including discharge, without using these standards and procedures.**

#### *Verbal Warning*

A verbal warning will be given for any violation of the Company rules or standards that does not warrant more severe discipline. Your Staffing Coordinator or Recruiter will keep a record of the verbal warning given by having an appropriate record placed in your personnel file.

#### *Written Warning*

Written warnings will be given for repeated or cumulative violations for which a verbal warning has been issued or for those violations too serious to warrant a verbal warning. A copy of the written warning is to be signed by the Staffing Coordinator or Recruiter as well as the employee. The signature by the employee will constitute an acknowledgment that he/she has been issued the written warning. Failure or refusal of the employee to sign the warning shall be deemed to be insubordination for which additional discipline, up to and including discharge, may be imposed. A copy of the written warning will be placed in the employee's personnel file and a copy given to the employee.

#### *Suspension*

An employee may be suspended from an assignment (required to take time off without pay) for repeated or cumulative violations for which verbal and written warnings have been issued or for actions requiring disciplinary action stronger than a written warning but not severe enough to warrant discharge.

### *Termination*

Serious violations of the Company's rules or standards, or repeated or cumulative violations of a lesser nature, may result in termination of the employee.

## 1.65 Grievance Procedure

First Assist maintains an “open door” policy. If you have or foresee a problem which may interfere with your ability to adequately perform your responsibilities, the following procedures should generally be used for communicating any problem to First Assist:

1. Present your concern or complaint to your Staffing Coordinator or Recruiter, who will investigate it and attempt to resolve it.

2. If your Staffing Coordinator or Recruiter cannot solve the problem, or if the concern or complaint involves your Staffing Coordinator or Recruiter, you may discuss it with the Branch Manager, or if you are a traveler, the Manager of the Travel Division.

3. If the Branch Manager or Travel Division Manager cannot resolve the matter, you may submit it in writing to the Chief Executive Officer of the Company.

With respect to concerns of complaints that you have been subject to any kind of discrimination or harassment, please see Section 1.15, Prohibition of Harassment Policy.

## 1.70 Resignation Policy

If you decide to resign from First Assist at the end of your current assignment, we ask that, if possible, you tell your Staffing Coordinator or Recruiter at least two weeks ahead of time, so that alternative staffing arrangements can be made.

## 1.75 Exit Interview Policy

When employment terminates, whether by resignation or dismissal, employees are requested to participate in a confidential exit interview with their Staffing Coordinator or Recruiter. During this interview, the employee is encouraged to make constructive comments and suggestions concerning his/her work experience. This information is valuable in making the Company a desirable place to work.

## 1.80 Personnel Records

Personnel records, including application forms, are the property of the Company. Access to these records is restricted to authorized individuals of the Company. Subject to applicable state law requirements, employees or former employees who wish to view their personnel files must contact their Recruiter who will make appropriate arrangements for them to do so during business hours.

The Company may, in its sole discretion and without notifying the affected employee or former employee, respond to any request by a law enforcement agency for, or to any legal subpoena requesting, documents from an employee's or former employee's personnel file, by making such documents available to the law enforcement agency that made such request or to the attorney or entity that arranged to have the subpoena issued.

## 1.85 Family and Medical Leave

Except as greater benefits may be required by state law, if you have been employed by the Company for at least one year and have worked at least 1,250 hours during the previous 12 months you may be entitled to 12 weeks of unpaid, job-protected leave during any 12-month period for any of the following reasons:

- to care for your child after birth or after placement for adoption or foster care;
- to care for your spouse, child, or parent who has a serious health condition; or
- because you have a serious health condition that makes you unable to perform your job.

The determination of the 12-month period, for purposes of calculating available leave, will be made based on a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

A “serious health condition” generally means an illness, injury, impairment, or physical or mental condition that involves either: (i) inpatient care in a hospital, hospice or residential medical care facility, or (ii) continuing treatment by a health care provider.

You must provide 30 days advance notice for taking FMLA leave, when the need for leave is foreseeable. If the need is not foreseeable, you must give notice as soon as both possible and practical. In addition, the Company may require medical certification to support a request for leave because of a serious health condition.

During your family and/or medical leave, the Company will maintain all of your group insurance coverage on the same basis as if you were not on leave. Your portion of the premiums must be paid by you during the leave. If paid leave is used for any portion of the leave, your portion of the premiums will be deducted from your paycheck under the same terms and conditions as before the leave began. At the time you begin unpaid leave, you will receive written instructions detailing the time and manner in which your portion of the premiums are to be paid. During your family and/or medical leave, you will be responsible for paying the premiums for all other insurance coverage, such as short term disability, accident and cancer.

If you do not return to work from your leave, you will be responsible for repaying the Company for the premiums it paid on your behalf during the leave period, unless failure to return is due to the continuation, recurrence or onset of a serious health condition that would have entitled you to FMLA leave, or other circumstances beyond your control.

When you return from family and/or medical leave, the following work restoration policy will generally be followed:

- If the same client for whom you were working prior to taking leave has assignments available for First Assist employees when you return, and you are qualified for such assignments, you will be entitled to priority consideration by First Assist for placement at that facility.
- If the client has discontinued the services of First Assist, or does not have suitable assignments available, you will be entitled to priority consideration by First Assist for placement at other facilities.

The use of leave will not result in the loss of any employment benefit that you accrued before the start of the leave. However, you cannot accrue any additional benefits while on leave.

Before you may return to work from a medical leave necessitated by your own serious health condition, you must present a fitness-for-duty certification from an appropriate health care provider that you are able to resume your work duties.

First Assist will furnish you with information regarding your rights and responsibilities under the FMLA when you give notice of your intent to take FMLA leave.

## 1.90 Unemployment Benefits

In some states, including Maryland, unemployment benefits agencies may delay or deny a claim for unemployment benefits unless you request a new assignment with First Assist prior to filing a claim. Accordingly, you are advised to contact your First Assist branch office at the end of each temporary assignment to request a new assignment. Failure to do so will be reported by First Assist to the appropriate unemployment agency and may result in a delay or denial of benefits.

In addition, if you file a claim for unemployment benefits and First Assist has assignments available for you, a First Assist representative will attempt to contact you by telephone about a specific assignment opportunity, or, if your credentials have expired or you are otherwise on inactive status and eligible for re-hire, about returning to active status. If the representative cannot reach you, a letter will be sent to you. If you do not respond, accept the available work or take the necessary steps to return to active status (including updating expired credentials as applicable), First Assist will notify the applicable benefits office. You may be disqualified from receiving benefits if you refuse an assignment or fail to return to active status in order to be eligible for assignment.

*Effective Date: July 12, 2005*  
*Reference: COMAR 09.32.02.07-2*

## 1.95 Transitional Work Policy

A transitional work program is the use of modified work tasks to help an injured worker recover until he/she can return to full duty. Injured workers may recover more quickly if they are able to continue working during their recovery. Where possible, First Assist will seek to identify modified duties within the physical restrictions recommended by the treating physician that injured workers may perform at a client site, First Assist office or other site.

This policy defines First Assist's Transitional Work Program (TWP) for employees who sustain work-related injuries.

### Eligibility, Entry, Exit and Extension Guidelines

The TWP is available to any employee who sustains a work related injury, occupational disease or illness that results in lost time from the job. Each transitional work assignment will be treated independently of others. The injured employee must return to his/her original job, original job with permanent modifications, or another targeted job by the end of the transitional work assignment. Employees who are expected to have a temporary period of job performance limitations (defined as a limitation that is expected to last no longer than ninety (90) days) will be considered for the program.

### Entry requirements

1. The employee must have had a work related injury or occupational disease that meets all conditions and criteria of a workers' compensation authorized and certified claim.
2. The employee must have been released to work under specified restrictions by the physician of record (POR).
3. The employee must have the potential of returning to the original job, original job with permanent modifications, or another targeted job within the time frame of the program.
4. First Assist must be able to accommodate the POR's restrictions for participation in the TWP.

### Program Length and Extensions

1. The maximum length of a TWP assignment will be ninety (90) days.
2. Extensions beyond the ninety (90) day timeframe will be handled on a case by case basis. Time frame is dependant upon medical necessity and progress. Decisions regarding extensions to the TWP will be made by First Assist management. Consultation with appropriate outside parties will be made when applicable.

### Exit Criteria

1. The employee is released to return to full duty work per the POR.
2. The POR has determined the injured employee is no longer appropriate for participation in the program.

3. First Assist is no longer able to accommodate the POR's restriction(s).

### Procedures

If identified for TWP, the injured employee will be given a copy of this policy and a letter to the physician, requesting that the enclosed physician's report of work ability and a prescription form, or equivalent documentation containing a release to return to work and applicable restrictions, be returned.

If the injured employee is returned to work with restrictions by the POR and meets all criteria for the TWP, the TWP will be initiated and the following will occur:

- The applicable branch manager, in conjunction with the HR administrator, will seek to establish transitional work duties that correspond with the POR's restrictions.
- In constructing a TW assignment, the following will be considered:
  - The focus is on the employee's current abilities rather than the task(s) he/she cannot perform.
  - Whenever possible, the injured employee should perform components of the original job.
  - If transitional work tasks cannot be identified at the client site, other tasks will be acceptable.
  - Modified duty at a site other than a client site or First Assist office will be considered on a case by case basis.
- The HR administrator or Branch Manager will send an Offer of Transitional Work Letter by regular and certified mail. A copy will be sent to the workers' compensation insurance carrier.
- The injured employee will:
  - Be informed that during participation in the TWP, employees are expected to comply with all personnel policies, procedures and safe work practices.
  - Be informed that if the rate of pay for hours worked while participating in the program is less than the normal rate of pay, the employee may apply to the insurance carrier for additional benefits.
  - Be made aware that the transitional work assignment(s) are made with feedback from the physician (worker restrictions).

If the injured employee does not accept the offer of Transitional Work, or does not actually return to work or does not otherwise comply with the terms of the Offer of Transitional Work Letter, the HR administrator will notify the workers' compensation insurance carrier and workers' compensation benefits will cease.

If the POR believes that the injured employee's current medical condition is such that the injured employee would not be appropriate for the TWP at this point in their recovery process, or the injured employee is not expected to return to full duties within the time frame of the TWP, the HR administrator will contact the POR to determine if the injured employee is able to return to work in any modified light duty capacity. Once the injured employee's medical condition has improved to allow for significant restrictions to be lifted or allow for gradual work task progression, the TWP will be initiated.

At the completion of the TWP (once the POR has released the injured employee to full duty or the TWP has been closed for another reason), the HR administrator will complete a Transitional Work Completion/Closure Form and send it to the employee.

### Roles and Responsibilities

1. Injured Employee: Responsible for maintaining regular, consistent attendance during the program. The employee must perform only those work tasks identified as within the POR's restrictions. The employee must provide the immediate supervisor and/or HR administrator with any paperwork or restrictions the same day or one day after each visit to the POR.
2. Branch Manager/HR Administrator: Facilitates all case management activity. Responsible for initiating the Transitional Work Program and providing the required forms. Responsible for contacting the workers' compensation insurance carrier when non-compliance is an issue. Will initiate and maintain contact with the injured employee, workers' compensation insurance carrier and any medical personnel involved.
3. Physician of Record (POR) & Initial Treating Provider (ITP): Responsible for providing restrictions for work and indicating whether the injured employee will be able to return to work within the time frame of the TWP. The medical provider should provide work restrictions to the employer no later than 24 hours after the initial visit.

## 1.100 Reporting Quality Issues to JCAHO

First Assist is a JCAHO (Joint Commission on Accreditation of Healthcare Organizations) certified health care staffing service. JCAHO standards relate to safety and quality of care issues. If you believe that you have valid concerns about such matters related to the service provided by First Assist, talk to the Manager of your local Branch as soon as possible. If your concern is not resolved, you are encouraged to contact JCAHO by submitting your concern or complaint to the Office of Quality Monitoring at:

Division of Accreditation Operations  
Office of Quality Monitoring  
Joint Commission on Accreditation of Healthcare Organizations  
One Renaissance Boulevard  
Oakbrook Terrace, IL 60181  
Tel: 800/994-6610  
Fax: 630/792-5636  
E-mail: [complaint@jcaho.org](mailto:complaint@jcaho.org)

Retaliation against any employee who reports a safety or quality of care concern or complaint to First Assist or to JCAHO, or against any other employee who provides information during the course of an investigation, is strictly prohibited.

*Effective Date: March 7, 2006*  
*Reference: CPR 11*

*Effective Date: February 6, 2003*  
*Revision 1 March 8, 2004*  
*Revision 2 February 2005*  
*Revision 3 February 2006*  
*Shared/public/forms/manuals/field employee manual*

## SECTION 2: ASSIGNMENT PROTOCOLS

## 2.10 Pre-Assignment Testing

For some clients, successful completion of skills testing is a pre-condition to offer of an assignment. Accordingly, before starting an assignment, you may be required to take one or more skills tests as required by the client. Such tests may be administered by First Assist or the client.

Most clients also require certain health tests. It is your responsibility to have any of the following tests performed prior to starting each assignment, as required:

- (a) Pre-employment/ annual Statement of Health Physical.
- (b) Tuberculosis Screening for clinical staff in accordance with First Assist policy. See Section 2.11.
- (c) Hepatitis B vaccination, or a positive Hepatitis B antibody Titer, or signed waiver declining the vaccine.
- (d) MMR/Varicella Titres or Proof of Immunization.
- (f) Substance Screening.
- (g) Other health screenings (titers or testing) as required by the client.

Your Recruiter or Staffing Coordinator will notify you in advance about what tests are required for each assignment.

## 2.11 Tuberculosis Screening for Clinical Staff

First Assist requires all clinical employees to be tested for tuberculosis within the 12 months prior to employment and annually thereafter. More frequent testing may be required by a specific client facility.

The following policy is consistent with the guidelines published by the U.S. Department of Health and Human Services, Public Health Centers, Centers for Disease Control and Prevention (CDC).

### Initial Testing

To commence employment, all clinical staff will be required to produce a record of:

- A negative Tuberculosis Test by PPD (Purified Protein Derivative) performed within the last 12 months; or
- If PPD positive, a record of a negative chest radiograph accompanied by a clinical examination conducted in the last 12 months by a medical doctor or nurse practitioner documenting that the worker is noninfectious.

### Annual Testing

Annually thereafter, for the duration of employment, all clinical staff will be required to produce a record of:

- A negative Tuberculosis Test by PPD (Purified Protein Derivative); or
- If PPD positive, a tuberculosis questionnaire documenting that they are non-infectious, that is signed by the employee and a medical doctor, nurse practitioner or registered nurse.

Health care workers with positive PPD results should have a chest radiograph as part of the initial evaluation of their PPD test. If negative, repeat chest radiographs are not needed unless symptoms develop that could be attributed to Tuberculosis.

### Pregnancy

It is First Assist policy that the decision of whether or not to have a PPD skin test during pregnancy is a matter for the employee and her physician. CDC guidelines contain the following information:

“Although thousands (perhaps millions) of pregnant women have been PPD skin tested since the test was devised, thus far, no documented episodes of fetal harm have resulted from the use of the tuberculin test. Pregnancy should not exclude a female HCW (health care worker) from being skin tested as part of a contact investigation or a part of a regular skin testing program.” *MMWR October 28, 1994/Vol. 43/No. RR-13, page 61, Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health Care Facilities, 1994,*

Effective Date: February 6, 2003

Revision 1 March 8, 2004

Revision 2 February 2005

Revision 3 February 2006

Shared/public/forms/manuals/field employee manual

*U.S. Department of Health and Human Services, Public Health Centers, Centers for Disease Control and Prevention (CDC), Atlanta, GA 30333.*

If you are pregnant and you choose to defer the tuberculosis test for the duration of your pregnancy, ask your Staffing Coordinator for a Tuberculosis Skin Testing Deferral form, and return the form, signed by you and your doctor, to your Staffing Coordinator.

After your pregnancy, you will be required to submit the results of a tuberculosis skin test to First Assist if it has been 12 months or longer since your last tuberculosis skin test.

## 2.15 Availability

First Assist understands that an important benefit of working for our agency is flexibility. To achieve the flexibility you require, your availability profile must be reflected in our records. It is your responsibility to talk to your Staffing Coordinator to ensure accurate availability is documented. Remember that effective communication of your availability is the key to ensuring that the maximum number of hours is available for you.

You must contact your First Assist Branch office to change your availability or to obtain assignments. We ask that you give two working days notice of cancellation of availability and that you call the office during your Branch's pre-designated call-in time to obtain assignments.

If you are contacted about filling a long term assignment (travel or local) for a client, and you need time off during the term of the assignment, you must notify your Staffing Coordinator or Recruiter prior to agreeing to take the assignment. First Assist will then present your request to the client for approval.

Contact information for all First Assist Branches is listed on the Company website, [www.firstassist.com](http://www.firstassist.com). In addition, your Branch will provide you with separate information regarding business hours that the Branch is open and availability procedures maintained by that Branch.

Each Branch maintains a 24-hour answering service handled by an On Call Coordinator. During non-business hours, the caller reaches a recording. When a message is left, the On Call Coordinator is paged to assist the caller. It is essential that all messages include the caller's name and telephone number.

## 2.20 Assignment Confirmation

All assignment arrangements are coordinated by First Assist. If you have questions, contact First Assist. NEVER contact a client directly with questions about an assignment or to schedule an assignment.

For travel assignment confirmation procedures, see Section 3.10. The following information applies to non-travel assignments.

Information about an assignment will be given to you when the assignment is offered to you and you accept it. The information you will be given includes: hourly rate of pay, start and end dates, client name and address, report to information, shift details and any other special information.

After you have accepted the assignment, you have made a commitment to complete the assignment for all scheduled shifts. If you need to cancel an assignment after accepting it, you should do so as early as possible and, where practical, at least two working days before the assignment begins. If you start the assignment but cannot complete it, you should call First Assist immediately. Do not contact the client directly. Cancellation without sufficient notice, or unauthorized departure from an assignment after it has commenced, will result in disciplinary action, up to and including termination of employment.

First Assist reserves the right to reassign an employee. All decisions regarding assignments are reserved to First Assist in its sole discretion.

## 2.25 Attendance

First Assist strives to provide a high quality of service to both employees and clients. An important part of our quality expectations is to ensure the best possible attendance by our employees on client assignments. First Assist expects all employees to report to work on time. Clinical employees should allow appropriate time for clothing change. It is First Assist policy that clinical employees should be dressed and ready to receive his/her assignment from the administrator in charge before the shift begins.

Meal and break times should be ascertained with the administrative person in charge in the area to which you are assigned. If you wish to take less time, you must obtain the approval of the administrative person in charge and notify First Assist.

If you are going to arrive late, call the Branch office and explain how late you will be. Depending on the length of the delay, the shift may be held open or a replacement sent. Travelers should call the facility directly to report late arrival.

If you are unable to report to work at all, you must notify First Assist at least two hours prior to a day shift and four hours prior to evening, swing, weekend or night shifts. Travelers should notify the facility and First Assist. If you fail to notify the Company of a call off within these time frames, you may be liable for a charge for the missed shift. The amount of the charge will be specified in the assignment confirmation or other communication from your branch office. Any such charge may also be deducted from any paycheck or other amount due to you, to the fullest extent permitted by law.

Repeated tardiness, unexplained absences and/or call off may result in disciplinary action, up to and including termination. A "no call/no show" or an excuse that is determined, at the sole discretion of First Assist, to be inadequate, will be classified as an unexplained absence. Absence and tardiness records are maintained and will be used for evaluation purposes.

Your Branch will notify you about any additional attendance policies that apply.

## 2.30 Reporting Off Duty

Unless an emergency arises, all First Assist employees must remain at an assignment for the entire scheduled shift. If you are unable to complete a shift for any reason:

- Notify First Assist and your site supervisor immediately
- Do not leave the assignment without obtaining prior permission from First Assist and your site supervisor
- Ensure that your time card is completed accurately and has been signed by your supervisor.

Leaving an assignment without first obtaining permission will result in disciplinary action, up to and including termination.

## 2.35 Per Diem Shift Cancellation

If a per diem shift is cancelled by a client, First Assist will attempt to contact you. It is your responsibility to furnish all telephone numbers where you can be reached in the event of a shift cancellation. First Assist will call only those numbers you have given.

If a client cancels on less than two hours notice, you are entitled to be paid for two hours at the base rate of pay, provided that you submit a time card noting the date, client name and applicable two hour time period (i.e. the first two hours of the cancelled shift). Note that generally this does not apply to travel or local long term assignments.

Your Branch will notify you about any additional cancellation policies that apply.

## 2.40 Dress Code

You should follow the guidelines of the assigned client facility regarding dress code. Additionally, the following guidelines must be followed:

- Appropriate uniform as designated by the client, and in accordance with OSHA guidelines, must be worn when providing direct patient care.
- Clothing should be well-fitting and sufficiently loose to permit free movement.
- Garments should cover the entire body.
- Adhere to the client's policy regarding necklaces, earrings, rings and other jewelry and nail polish.
- Wear only rubber-soled shoes with closed toes--no slippers.
- Makeup should be kept to a minimum--avoid dark, bright, or loud colors.
- Hair should be styled neatly and so as not to interfere with patient care.

## 2.45 Identification Cards

For all non-travel staff, an identification card/badge will be issued to you by First Assist prior to your first assignment. Travelers will be supplied with an identification card or badge by the facility.

All staff must produce evidence of identity when reporting for assignment. For non-travel staff this should be your First Assist ID card/badge. Travelers must present some other form of picture identification. When on duty, ID cards/badges must be worn or kept with you at all times. Upon request by a supervisor or other authorized personnel, you must present your ID card/badge.

If your First Assist ID card/badge is lost, a replacement can be obtained from your local Branch office. A lost badge fee may be charged.

All ID cards/badges issued by First Assist are the property of First Assist. Upon termination of employment, you must return your ID card/badge to your local First Assist office. Travelers must return their ID card/badge to the facility at the end of the assignment.

*Effective Date: June 20, 2006*  
*Reference: JCAHO HCSS Standard HR.1: EP.6*

## 2.50 Dosimeter Badges

Dosimeter badges are issued by the Company to all Radiologic Technologists and other employees who may have repeated exposure to radiation in the course of their assignment.

Radiation exposure is evaluated monthly by monitoring the roentgen-equivalent man (REM) level. Each month a radiation insert is issued to each radiologic specialist. This insert must be returned to First Assist within the specified time frame. Any employee who has not returned a radiation insert when it is due will not receive any assignments until the insert is returned.

Each dosimeter badge displays the employee's name and an indicator of monthly REMS. You will be notified if there is anything unusual about your personal REM reading. Assignments correspond to an employee's monthly REM reading. Pregnant employees may request an additional dosimeter badge.

While on duty, your dosimeter badge must be visibly displayed at all times. If you lose your dosimeter badge, notify the Company immediately.

Dosimeter badges are the property of First Assist. Upon termination of employment, you must return your badge and insert to the Company.

## 2.55 Personal Calls

It is First Assist policy that field employees should limit their personal calls while on duty.

If a personal call must be made, you should obtain approval from your site supervisor and keep the length of the call to a minimum.

Employees are encouraged to limit personal calls to emergencies and necessary calls to First Assist.

Individuals who violate the telephone policy will be subject to disciplinary action up to and including termination.

## 2.60 Service Standards/Client Policies

It is First Assist policy that all employees must provide services to clients in accordance with applicable JCAHO standards and OSHA regulations, other applicable state and federal laws and regulations, and the conditions of participation in Medicare and any applicable state Medicaid programs.

When on assignment, you should comply with all of the policies and procedures of the client facility and the specialized area to which you are assigned. It is the client's responsibility to make sure you are familiar with applicable policies and procedures. First Assist expects clients to make arrangements to provide you with an appropriate orientation to the client facility and its policies, procedures, rules and regulations.

If you have any concerns about a client request for you to float to another unit, you should contact your First Assist branch office immediately.

If you have any questions about client policies and procedures, or need additional orientation, talk to your client supervisor or contact your First Assist branch office.

## 2.65 Safety Policy

First Assist expects every employee to understand and follow safety guidelines. First Assist maintains an Employee Safety Manual. All employees are expected to be familiar with the Manual and client safety policies and procedures. Repeated failure to adhere to applicable safety policies or to follow safe work practices may result in counseling and/or disciplinary action, including termination of employment.

A safe work environment is everyone's right and responsibility. If you see a safety hazard in the workplace, report it to your site supervisor immediately. If you have concerns about the safety of your work environment at a client site that you feel are not being addressed by the client, talk to your Staffing Coordinator or Recruiter. When you start work with First Assist, you will be provided with a Safety Hazard Report form which you should fill out and send to First Assist if you have any safety concerns about a client site.

If you are injured on the job, you must report the injury to First Assist and to the supervisor in charge at the client facility during the shift in which the injury occurred, regardless of the nature of the injury or its severity. Failure to report an injury during the shift in which the injury occurred may be grounds for disciplinary action.

If you are injured, you must be seen by a physician in the client facility Emergency Room or your own physician.

If you are injured and then sent home by the examining physician, you will be paid for the remainder of the shift.

Employees, who have missed work due to injury (on or off the job) or illness, may be asked to provide a medical release before they can return to work.

## 2.70 Return of Client Property

When your assignment comes to an end, for whatever reason, all Client property in your possession, including ID badges, keys, pagers and any other equipment in your possession must be returned to your site supervisor when you leave the facility.

If Client property is not returned, or is lost or damaged by a First Assist employee, First Assist reserves the right to charge the employee or to deduct from the employee's paycheck an amount sufficient to cover the damage to, or loss of, such property. If such deduction is insufficient to cover the employee's financial obligations to the Company, the employee shall pay any outstanding monies to the Company within seven (7) days of the date of termination.

## 2.75 Reporting Patient Incidents

You must report all sentinel events, unusual clinical events or other patient incidents to your branch office immediately, i.e. on the day of occurrence or, if you find out about the incident at a later time, as soon as you learn of it. Sentinel events are defined by JCAHO and include unexplained patient incidents, errors, unanticipated deaths and other unusual events.

To help you fulfill your reporting obligation, contact information is provided on the back of your ID badge. In addition, if you receive notice of any kind of malpractice claim or possible claim against you and/or First Assist, you must inform First Assist immediately and follow the procedures in Section 4.25 of this Manual.

Timely reporting by our medical professionals will enable First Assist to report, track and document patient incidents as required by law and/or JCAHO, help the Company to analyze and identify opportunities for training and ensure applicable insurance requirements are met.

## 2.80 Ethical Aspects of Care

First Assist recognizes that there may be occasions when an employee wishes to request not to participate in an aspect of patient care, including treatments that conflict with the employee's personal cultural values, personal ethics or religious beliefs.

It is First Assist policy that when the commitment to patient care delivery conflicts with an employee's personal cultural values, personal ethics or religious beliefs, the conflict must be resolved in such a way that patient care is not negatively affected.

First Assist has developed the following guidelines that outline the method by which employees on assignment through First Assist may request not to participate in an aspect of patient care or treatment. Listed below are some examples of orders or procedures which may conflict with an employee's personal cultural values, personal ethics or religious beliefs. Other conflicts may exist, so the following situations are not necessarily the only ones to which this policy will apply.

- Therapeutic Abortion
- Blood transfusion or blood product management
- Withholding nourishments and fluids
- Withdrawing life-sustaining support
- Use of experimental drugs, procedures or treatments
- Vaccines and Immunizations

If a conflict arises between your personal values, personal ethics or religious beliefs and an aspect of patient care or treatment, you need to notify, either verbally or in writing, your supervisor or manager at the client site and your Staffing Coordinator at First Assist. Ask the supervisor or manager to consider and, if possible, accommodate your request in accordance with the applicable policies and procedures maintained by the client.

If your supervisor or manager declines to consider your request, or if you have concerns about the way your request is handled, contact your First Assist Staffing Coordinator immediately. The Staffing Coordinator will work with the client supervisor to attempt to resolve the issue.

*Effective Date: July 1, 2005*  
*Reference: JCAHO HCSS Standard HR.3*

## 2.85 Reporting Abuse

Healthcare workers need to be aware that applicable law generally requires that a healthcare giver who knows, or reasonably suspects, that a patient has suffered any injury as a result of assault, abuse or neglect, must make a report to a law enforcement or other specified agency.

It is First Assist policy that, when on assignment through First Assist, all staff must report suspected abuse, including child abuse, elder abuse and domestic abuse, in accordance with the licensing or other professional requirements applicable to them, client policy and state law. In addition, First Assist staff must be aware of the common characteristics of patient abuse and take appropriate steps to report it. Always follow the policy of the facility to which you are assigned when reporting a victim of abuse.

If you know of or suspect abuse of any kind during an assignment, and are unsure how to report it, contact your supervisor at the client facility for guidance.

The following are some of the signs of abuse:

### Domestic (Spousal/Partner) Abuse:

- injuries inconsistent with the explanation given
- repeated ER visits for injuries, vague or stress related complaints or emotional problems
- multiple injuries in various stages of healing
- significant delay in seeking treatment for injuries
- injuries to the face, head, neck, chest abdomen or genitals
- injuries during pregnancy (abused women are battered more frequently while pregnant)
- suicidal ideation or suicide attempts (battering frequently precipitates suicide attempts)
- history of sexual abuse

### Dependent Adult/Elderly Abuse:

- Physical abuse and/or neglect: visible appearance of burns, head injuries, bruises and/or malnutrition
- Mental abuse: apparent fear, withdrawal, depression and/or confusion, isolation
- Financial exploitation: accumulation of numerous unpaid bills when someone was supposed to pay them. The lack of appropriate clothing when there should be income available. Missing personal belongings

### Sexual Assault:

- forced sexual intercourse
- forced sodomy
- forced oral copulation
- forced penetration by a foreign object

Child Abuse:

- injuries inconsistent with explanation given
- repeated ER visits for injuries, vague or stress related complaints
- multiple injuries in various stages of healing
- significant delay in seeking treatment for injuries
- withdrawn, fearful demeanor
- malnutrition

## 2.90 Conflict of Interest

First Assist recognizes that sometimes situations may arise where a field employee has, or feels he/she may have, a conflict of interest. It is not possible to establish guidelines for every situation. However, it is important that employees report a conflict, or possible conflict, of interest to their branch office and seek assistance as necessary. First Assist has confidence in the loyalty and integrity of all its staff, and asks each employee to use his/her integrity and common sense in notifying the Company of any circumstances that are, or may become, a conflict of interest.

### Examples of Possible Conflicts

- Employee is involved in a business activity or investment that does or may in any way compete or conflict with the business activities of First Assist.
- Employee has employment or other activities involving obligations that may in any way conflict with the interests of First Assist.
- Employee is offered gifts or money by a client facility in connection with an assignment, permanent placement offer or for some other reason.
- Employee is solicited for employment by a client facility or client vendor management agency.

### Reporting Conflicts of Interest

If you think a situation has arisen that may involve a conflict of interest, or the appearance of a conflict, report it to your branch office. If you are in doubt about a particular situation, seek guidance from your branch manager and be guided by the instructions you receive.

*Reference: JCAHO HCSS Standard LD.3*

## SECTION 3: TRAVEL ASSIGNMENT POLICIES

### 3.10 Confirmed Assignment

The policies in this Section 3 apply to travel assignments only. They do not apply to “local travel” or “local contract” assignments. A travel assignment is a long term assignment, generally for thirteen weeks, that requires you to work away from home. First Assist reserves the right to reassign any employee. All decisions regarding assignments are reserved to First Assist in its sole discretion.

Travelers need to know that, once a travel assignment has been confirmed, First Assist generally incurs substantial expenses on behalf of its travel employees. These expenses can include housing and furniture rental expenses. It is therefore important that travel assignments be completed in full. If you do not complete the assignment, you may, depending on the circumstances, be liable for actual expenses incurred by the Company on your behalf. **Please note that, once you have confirmed a travel assignment, you have committed to completing that assignment.**

The following paragraphs explain when an assignment is confirmed and the circumstances in which you may be liable to make repayments to the Company.

#### Confirmation

You will receive a written confirmation for each new travel assignment. The confirmation will include information about housing details, hourly rate of pay, contract start and end dates, move out date (if applicable), client name and address, report to information, shift details, and any other special information. Once you have accepted the assignment (by signing and returning the confirmation by fax or mail), the assignment is confirmed by you. You may not normally cancel or terminate an assignment after it has been accepted, unless the Company has given its prior consent in writing. The Company recognizes that there may be rare cases where unusual or extreme circumstances cause you to request the Company’s consent to cancel an assignment. All such requests will be considered by the Company in its sole discretion on a case by case basis.

#### Repayment of Expenses

If your assignment is terminated due to unacceptable conduct or performance or you cancel an assignment without the Company’s consent after acceptance of the assignment or within the assignment period, **you must repay expenses incurred by the Company on your behalf.** Such expenses include, but are not limited to, security deposits, rental payments, travel expenses, fees for licensing and any other expenses paid by the Company on your behalf. You will be notified of the amount of the expenses to be reimbursed and the Company may deduct such amount from any paycheck or other amount due to you, to the fullest extent permitted by law. If the deduction does not cover the amount owed, you must pay the balance within fifteen (15) days after termination or cancellation.

In addition, if you do not work the scheduled hours per week as contracted, you will be responsible for contract expenses at the rate per hour specified in the confirmation for

each hour short of the scheduled hours (except holidays or call offs by the facility) to the fullest extent permitted by law.

### 3.15 Housing

The Company generally arranges housing directly for travel employees who are eligible and traveling away from home. If housing is arranged by the Company, the standard housing provision is one bedroom. A small fee may be required in some situations when requesting more than one bedroom. Unless special arrangements are made, you will be responsible for: linens, kitchenware, telephone, clocks and TV and telephone services.

Utilities may be handled in two different ways. Either you will be responsible for setting up and paying utilities (gas, electricity and water), in which case First Assist will reimburse you for actual expenses up to a set amount per month, or First Assist will be direct billed for utilities (gas, electricity and water). If the latter applies, you will have a monthly allowance for utilities and First Assist will deduct any utility expenses over the allowance from your paycheck or other amount due to you, to the fullest extent permitted by law.

Housing is only provided during the period of the assignment. Unless agreed otherwise by the Company, you must vacate housing provided by the Company within twenty four (24) hours after the end of the assignment, including if the assignment ends early for any reason. Sometimes, circumstances may require the Company to re-house you. If this happens, your Recruiter will notify you and will coordinate the moving arrangements with you. All decisions regarding housing are reserved to First Assist in its sole discretion. If you fail to vacate the property when required, you will be responsible for all expenses that result from the failure to vacate, including rent. Such expenses will be deducted from any paycheck or other amount due to you, to the fullest extent permitted by law.

As with any rental, you are liable for any damage to the premises, including, but not limited to, damage to the furnishings and household items, even if the damage is caused by your guest or a pet. You must leave the premises in a "reasonable" condition. This includes, but is not limited to, all trash removed, empty refrigerator, premises swept or vacuumed, and cabinets and counters left clean. It is your responsibility to return all keys to the facility management office. The Company will deduct any expenses that result from a failure to comply, such as repair costs, extra cleaning costs charged by the landlord, or the cost of key and/or lock replacement, from any paycheck or other amount due to you, to the fullest extent permitted by law. First Assist will deduct \$50 from your first paycheck for the assignment as a security deposit to cover these expenses, and any additional utility contributions due from you. First Assist will return the deposit to you, less any charges incurred, within 30 days after your vacate the housing. If the deposit is not sufficient to cover all charges, you will remain liable for the balance.

## 3.20 Travel Expenses

Reimbursement for travel expenses will be agreed on a case by case basis, recorded on the assignment confirmation, and in any event will not exceed the limit set by the Company, currently \$400. You will only be reimbursed for expenses actually incurred in traveling from your current location to the assignment location at the start of the contract. The standard reimbursement method is a mileage allowance for use of your own car or truck. Mileage allowances are calculated at the rate of 44.5 cents per mile, or such higher amount as may be determined by the Company from time to time. A mileage allowance will ordinarily be paid by check within three (3) weeks after the contract start date.

If you wish to fly to the contract location, the amount the Company will pay towards the flight ticket must be agreed in advance and confirmed in writing. Reimbursement of flight expenses will ordinarily be made within three (3) weeks after receipt by the Company of a copy of the airline ticket and original boarding pass stub for the flight taken.

## SECTION 4: BENEFITS

## 4.10 Insurance Coverage

First Assist is pleased to provide all of our employees with a wide range of benefits. We believe that our employees deserve these benefits, in addition to their pay, for their hard work and loyalty to the Company. We urge you to take full advantage of all of these benefits. If you have any questions about any of the benefits, you should contact your Recruiter.

The Company reserves the right, in its sole discretion:

- to change the level of its contribution for insurance coverage, the scope of coverage and benefits provided under each type of insurance, and/or the kinds and carriers of insurance provided,
- to eliminate any kind of insurance coverage currently provided, and/or
- to change, modify, add to, or eliminate any of the other benefits described in this Manual.

The following is a brief description of the health insurance benefits offered by the Company. Detailed information about the insurance plans, directories, forms etc. are available from your Recruiter. As a First Assist employee, you are not eligible for, or entitled to participate in, any benefit plan offered by a client, regardless of the length of your assignment to the client and regardless of whether you are found to be a common law employee of the client for any purpose.

### Medical and Dental (Per Diem Staff)

Registered Nurses (RN), Surgical Technologists (ST), and Radiology Technicians that are regularly scheduled to work at least 32 hours a week are eligible for medical and dental insurance following a 60 day wait period after the start of their first assignment. Licensed Practical Nurses (LPN) are eligible after a 90 day wait period after the start of their first assignment. If benefits are elected, insurance coverage will commence on the first of the month following the 60 days after the start of your first assignment. Employees will be eligible for insurance reimbursement during their designated wait periods. First Assist, Inc will reimburse you for the dollar amount of the premium you paid up to the maximum of the monthly dollar amount First Assist would contribute to your health care plan once you are enrolled. To obtain the reimbursement, First Assist must receive a copy of the invoice you paid and your cancelled check (or similar) showing payment was made. All reimbursements will end after your designated 60 or 90 day wait period.

For coverage to commence on your eligible date, **you must make a benefit election and submit completed enrollment forms to your branch within 30 days of your start date.** If your enrollment form is received after your eligible date, coverage cannot commence until the first day of the following month. In any event, enrollment forms must be received within thirty (30) days after you become eligible for insurance (i.e. you start work or increase your hours to 32 or more per week). If not, you will have to wait for open enrollment. It is the sole responsibility of the employee to return the applicable enrollment forms to First Assist. Half of the premium for individual coverage is currently

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paid by First Assist. Dependant coverage is at the employee's expense. The employee's share of any premium payments is payable weekly.

#### Medical and Dental (Travel Staff)

Travel employees under a contract at least thirteen (13) weeks long are eligible for medical and dental insurance. Registered Nurses (RN), Surgical Technologists (ST), and Radiology Technicians are eligible following a 60 day wait period after the start of their first assignment. If benefits are elected, insurance coverage will commence on the first of the month following the 60 days after the start of your first assignment. Licensed Practical Nurses (LPN) are eligible after a 90 day wait period after the start of their first assignment. Employees are eligible for insurance reimbursement during the designated wait periods. First Assist, Inc will reimburse you for the dollar amount of the premium you paid up to the maximum of the monthly dollar amount First Assist would contribute to your health care plan once you are enrolled. To obtain the reimbursement, First Assist must receive a copy of the invoice you paid and your cancelled check (or similar) showing payment was made. All reimbursements will end after your designated 60 or 90 day wait period.

**For coverage to commence on your eligible date, you must make a benefit election and submit completed enrollment forms to First Assist within 30 days of your start date.** If your enrollment form is received after the first of the month, coverage cannot commence until the first day of the following month. In any event, enrollment forms must be received within thirty (30) days after you start work or become eligible for insurance because you increase your hours to 32 or more per week. It is the sole responsibility of the employee to return the application for insurance benefits to First Assist. The premium for individual coverage will be paid by First Assist. Dependant coverage is at the employee's expense. The employee's share of any premium payments is payable weekly.

#### Supplemental Insurance

Employees regularly scheduled to work at least 32 hours a week and all travelers may purchase supplemental insurance through AFLAC. For coverage to commence, you must contact the AFLAC representative as directed in the information materials provided to you and complete the application form within thirty (30) days after you start work. If not, you will have to wait for open enrollment. If elected, coverage commences on the 1<sup>st</sup> day of the month following approval and enrollment by AFLAC. Premiums are payable weekly by way of deduction from your paycheck.

#### Premium Payment Procedure

Premium payments are payable weekly and will be deducted from your paycheck. Deductions commence on the first payroll date in the month that coverage begins. If a weekly payment is missed because you do not receive a paycheck that week (for example, due to lack of work; sickness; vacation, late submittal of your timecard, or some other reason), the premium will be doubled the following week and in subsequent weeks, as necessary, until you are current with your payments.

### Termination of Insurance

Employees must regularly work at least 32 hours a week to be eligible for health insurance and AFLAC benefits. Except as otherwise required by law, if you are not regularly working sufficient hours, your health insurance and AFLAC policies may be terminated. It is First Assist policy that an employee who has not received a paycheck for 3 consecutive weeks will be notified by the branch office that insurance coverage will be terminated unless he/she returns to work. If the employee does not return to work by the following week, health insurance and AFLAC benefits will be cancelled back to the time the employee last worked. Cancellation will be effective as of the fifteenth or the end of the month as follows: when the end of the last week worked falls between the 1<sup>st</sup> and the 15<sup>th</sup>, cancellation will be effective on the 15<sup>th</sup> of that month; and when the end of the last week worked falls between the 15<sup>th</sup> and the 31<sup>st</sup>, cancellation will be effective on the last day of that month.

### Health Insurance Continuation Rights

Federal ("COBRA") and state law provide that if you become covered under the Company's health insurance plan, you (and your family, if also covered) will have the opportunity for a temporary extension of coverage at group rates under certain circumstances, if you would otherwise lose your coverage. As an employee, you will have a right to choose continuation coverage, if you would lose your coverage because of either a reduction in your hours of work with the Company, or the termination of your employment (unless you are terminated for gross misconduct). Your spouse and dependent children who are covered by the plan also will have rights to choose continuation coverage, under certain additional circumstances.

When you enroll in the plan, you will be given a notice that describes all of your continuation rights. Your spouse will also be given a notice, when he/she becomes covered under the plan.

## 4.15 Retirement Savings Plan (401(k))

The Company also currently provides a retirement savings plan administered by Fidelity Investments. Employees are eligible for the 401(k) plan as soon as employment commences. Enrollment for the 401(k) plan is conducted in accordance with the plan. Roll-overs from a previous plan into the 401(k) plan may be made at any time. New employees will receive information from Fidelity about the plan and how to enroll.

The maximum amount that an employee may contribute to the 401(k) plan each year is prescribed by the IRS. Please contact the HR Administrator for information about the current year limits.

Employees may manage their retirement savings account by visiting [www.netbenefits.com](http://www.netbenefits.com) or calling the Fidelity Retirements Benefits line at 1 800 294 4015.

All employees who are contributing to the plan are currently eligible for a company match equivalent to 25% of the first 6% of wages deferred by the employee. The company match is contributed after the end of each plan year and allocated to the retirement accounts of those employees who worked during the previous year. For example: if your elective deferral was 3% and the deferral was \$30, the plan would currently match \$7.50. If your elective deferral was 8% and the deferral was \$80, the plan would currently match \$15 (i.e. 25% of 6% or \$60). The matching contribution currently vests over five years.

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## 4.20 Parking

Employees will be reimbursed for half of their parking expenses at the client's site upon submission of a correctly completed parking reimbursement form and original receipt with the corresponding week's time card. Expense reimbursement requests submitted more than thirty (30) days after the expense was incurred will be subject to a \$15 late fee.

## 4.25 Insurance; Professional Liability

### Insurance Coverage

First Assist currently provides professional liability (malpractice) insurance for its employees to the extent of \$3 million per occurrence and \$6 million annually. The coverage levels for this insurance may change from time to time.

First Assist also provides workers compensation and unemployment insurance coverage for each employee.

### Professional Liability Claims

Insurance coverage for the defense of professional liability claims is an important benefit provided by the Company. If you receive notice of any kind of a claim or possible claim against you and/or First Assist, you must inform First Assist immediately. Failure to do so may jeopardize your insurance coverage and expose you to personal liability.

It is First Assist policy that all employees read and familiarize themselves with the following guidelines to assist them in the event of a claim:

- You might become aware of a claim or potential claim in different ways. For example, you might hear about it from a client, a client might ask to interview you, you might receive a subpoena, or you might be served with a lawsuit.
- However you hear of it, you must notify First Assist immediately.
- If you receive or are served with any written documents, you must send a copy of all the documents to your local First Assist office.
- If you are asked to take part in an interview or deposition and it becomes clear during the course of the interview that the issues raised concern service you provided through First Assist, stop the interview immediately and inform First Assist.
- If you are unsure whether the services you have provided through First Assist are at issue, you must immediately inform First Assist anyway so that the matter can be investigated.
- If you are asked by a third party to provide copies of documents relating to your employment by First Assist, do not do so without first consulting First Assist.

If the services you have provided through First Assist are the subject of a claim against you and/or First Assist, it is First Assist policy that you cooperate fully with the Company, its insurer and their attorneys in the investigation and defense of the claim.

## 4.30 Reserved

## 4.35 Bonus Programs

### Referral Bonuses

First Assist welcomes referrals from current field employees and third parties. Anyone, including a current field employee, who refers a new employee to First Assist, is eligible for a referral bonus. Details about current bonus levels and conditions for payment are available from each Branch and the Travel Division. All decisions concerning the bonus, including the amount and when it will be paid, are made by First Assist in its sole discretion.

### Completion Bonuses

Some Clients offer a completion bonus upon satisfactory completion of an assignment with a specified number of hours worked. All completion bonuses are awarded at the sole discretion of the Client and will be paid to you when the Company receives the bonus payment from the Client. In the event of non-payment by the Client, First Assist assumes no responsibility for the collection or payment of such bonus. All bonus payments will be passed on to you net of taxes (if applicable these will include employer's payroll taxes).

First Assist also sometimes offers a completion bonus upon satisfactory completion of an assignment with a specified number of hours worked. Eligibility for this bonus is at the sole discretion of First Assist. All bonus payments will be net of taxes.

## SECTION 5: COMPENSATION

## 5.10 Hours Worked/Overtime

First Assist employees are generally paid on an hourly basis for all authorized hours worked. As a general rule, subject to applicable state requirements, overtime is paid to eligible employees when the hours worked exceed forty (40) in any work week.

Employees are allocated one thirty (30) minute meal break per shift, which is not compensated. You must obtain prior approval from the client supervisor if you do not take a meal break, or the break is for less than thirty (30) minutes.

Hours worked are “authorized” if:

- The hours are the number of hours confirmed for a specific assignment; or
- The hours are additional hours (including call back time) agreed by the client in advance.

All overtime hours (generally, hours worked in excess of forty (40) in any work week) must be agreed in advance by the client for whom the excess hours are worked. The Company’s work week currently runs from 12.00am Sunday through 11.59pm Saturday. Sometimes, special circumstances require the work week to be different for certain assignments. You will be notified if this applies to you.

## 5.15 Rates of Pay

The hourly rate of pay for each assignment will be confirmed with you in advance. The rate of compensation for the shift differential for evening, night, weekend and swing shifts will also be confirmed.

On call responsibility varies from assignment to assignment. Details of on call requirements and the on call pay rate will be confirmed prior to each assignment.

Overtime is paid at an overtime rate of one and one half times the hourly rate. The overtime rate may also apply to work performed on a designated holiday and call back if the client has agreed to pay at that rate.

## 5.20 Time Cards

First Assist pays field staff weekly for work completed the previous week. In order to be paid, you must supply a complete and accurate time card in accordance with the procedures explained below or such other procedures as your branch may give you from time to time.

### Submission of Time Cards

A complete, legible and accurate time card must be submitted each week, including holiday weeks, by the deadline maintained by each Branch office. The Branch fact sheet you will be given with this Manual will specify the deadline for your Branch. The deadline for travel employees is Monday at 10:00am. You may be asked to submit a time card early in a holiday week. You will be notified if the deadline for your office is changed.

Fax copies of time cards are generally accepted for payment purposes, but most Branches also ask for the original time card to be mailed. Refer to your Branch fact sheet for details about whether your Branch accepts time cards by fax. It is your responsibility to verify fax receipt of the time card.

If your time card is not received in time, the amount of pay to which you would otherwise be entitled may be reduced or delayed. In addition, the Company will automatically deduct a \$15 penalty from pay for any work performed more than thirty (30) days prior to submittal of a time card.

### Facility Time Reporting Procedures

Many facilities have their own time reporting procedures and will only pay for services based on those time records. Your branch will inform you if you are assigned to a facility with a time reporting procedure (such as a clock in/out process, computerized time card process or other process). Payroll for all employees working at those facilities will be based on the facility time records. A First Assist timecard must also be filled out and submitted by the applicable deadline. This will enable the branch to monitor when payroll adjustments are required. If you forget or are unable to utilize the client procedure (such as punch in/out), the following procedures will apply:

- Notify your branch and follow the instructions you are given that apply to that facility. You may need to fill out a time adjustment form or other documentation and get it signed by the relevant department supervisor;
- Submit the time adjustment form or other required documentation signed by the facility supervisor to your branch by the timecard deadline and the payroll adjustment will be made the same week. If documentation is submitted after the deadline, a payroll adjustment will be made the following week.

### Accuracy of Time Cards

Time cards must be completed accurately and legibly before the Client supervisor in charge signs it. It is your responsibility to be sure all information is recorded and accurate. Here are some important things you need to remember:

- Time card inaccuracies may delay or reduce your pay and may also result in disciplinary action, including termination of employment.
- Falsification of time cards will result in immediate termination.
- Incomplete time cards will be returned to you to be corrected.
- The signature of the Client's authorized representative is required.
- Your signature is required.

### Unavailability of Time Cards

You will be given a supply of time cards upon hire and with each paycheck. If you run out of time cards, you have two options:

- Call your First Assist office and we will fax you a copy of a time card. Use it as you would an original; get it signed by the client and make a copy for yourself before mailing it in; or
- Ask the client supervisor to write your name and all shift dates and starting and ending times on a sheet of the client's letterhead, and sign it.

Remember that hours cannot be called in by you or the client. Written verification of the hours you worked must be obtained from the client for you to be paid.

### Form of Time Card

First Assist uses two types of time card – a short form and a long form. The short form time card is generally appropriate for per diem employees who perform assignments for more than one client each week. The long form time card is more appropriate for travel assignments and some other long term assignments. You will be given the form of time card most appropriate for your assignment.

### Completing the Time Card - Short Form

Each time card must have four copies. Press firmly with a ball point pen to ensure that all copies are completed. The copies must be distributed as follows:

- WHITE - First Assist
- YELLOW - First Assist
- PINK – employee
- GOLD – client

A separate time card must be filled out for each client facility and each department within a client facility.

Each time card must be signed by you and by the client's authorized representative.

Fill out a separate time card for on call time assigned.

When completing your time cards, remember to:

- Print the client name, department or branch worked in and your name clearly.
- Record the date of each day worked and the week ending (Saturday) date.
- Record all dates as month/day/year.
- Report all time to the nearest quarter of an hour in the appropriate columns.

#### Completing the Time Card – Long Form

Each time card must have three copies. Press firmly with a ball point pen to ensure that all copies are completed. The copies must be distributed as follows:

- WHITE - First Assist
- YELLOW - Client
- PINK – employee

A separate time card must be filled out for each client facility and each unit within a client facility.

Each time card must be signed by you and by the client's authorized representative.

When completing your time cards, remember to:

- Print the hospital name and location, unit worked in and your name clearly.
- Record the week ending (Saturday) date as month/day/year.
- Record the date of each day worked as month/day.
- Record the shift worked by circling 1, 2 or 3.
- Report all time to the nearest quarter of an hour in the appropriate columns.
- Check the appropriate box if time worked is on a holiday.

## 5.25 Payroll Processing

First Assist pays all field employees every week for work performed during the previous week. Information about when paychecks are distributed is contained in the Branch fact sheet for your branch.

You may receive your wages by direct deposit, mail or picking up your paycheck. Employees are encouraged to choose direct deposit over mailing or picking up a “live check” that you deposit, because this method eliminates the risk of a lost, stolen or missing paycheck. To remain valid, a check must be cashed within sixty (60) days.

However you receive your pay, you will also receive a pay statement with details about the pay you receive each pay period. The pay statement explains:

- **Earnings:** The number and type of hours worked during the pay period, as applicable, such as regular time, overtime, on call and call back.
- **Deductions:** Deductions you authorize, such as 401(k) deferrals or health insurance premium payments.
- **Taxes:** Taxes we are legally required to withhold, including federal, state, local, social security and Medicare taxes.
- **Liens; Garnishments, etc.:** Any liens, garnishments or similar amounts that the Company is required to take out of your wages.
- **Current pay period and year to date totals:** The total amount of gross wages, taxes, deductions and net pay.
- **Net pay distribution:** How your net pay was distributed, including how much was paid by check or deposited directly into your bank account.

First Assist does reserve the right to make payroll adjustments from time to time to correct pay inaccuracies, including, but not limited to, overpayments based on incorrect time cards or incorrect pay rates. You are responsible for repaying any overpayments. If this happens, you will be notified and the amount to be repaid may be deducted from subsequent paychecks or other amounts due to you, to the fullest extent permitted by law. If you have a question or think there is an error in your pay or pay statement, contact your Staffing Coordinator or Recruiter.

The following guidelines explain our payment procedures. Remember that your pay will be reduced or delayed if you do not submit your weekly time cards on time and in accordance with the procedures outlined above.

### Direct Deposit

If you wish to choose direct deposit, ask your Recruiter or Staffing Coordinator for an Authorization Agreement for Automatic Deposit (ACH Credits) form. You will need to allow approximately two weeks after First Assist receives the completed form for the direct deposit to become effective. Therefore, you can expect direct deposit transmission to take effect in the third pay period after you return the form. Until then, you will receive a live check. A direct deposit authorization remains in effect until it is changed or revoked by you **in writing**. A change to, or revocation of, a direct deposit authorization will take effect as of the next pay period after the written change or

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revocation is received. Direct deposits already processed when a change or revocation is received will not be reversed.

### Mailing Policy

Paychecks and pay statements will be mailed from your Branch to the address you have provided on the day specified in the Branch fact sheet for your Branch.

Paychecks are mailed via regular mail. In only special and unique circumstances will a paycheck be mailed for overnight delivery. Overnight delivery will be at the expense of the employee and will be charged at the rate of \$20, or if higher, the actual delivery rate. Overnight mailing cannot be requested on a regular basis.

You are responsible for your paycheck once it is mailed. Follow the guidelines below if your paycheck is lost, stolen or missing.

### Picking up Paychecks

If you want to pick up your paycheck from your local Branch office every week, you will need to complete a Check Hold Form and return it to your Staffing Coordinator. Your check will then be held in the Branch office for you to collect every week until you notify your Staffing Coordinator otherwise.

Paychecks are available for pick up during the times and in accordance with the procedures specified on your Branch fact sheet. A paycheck held for pick up will be held until 5.00pm and then mailed if it is not claimed. Under no circumstances will we hold a paycheck through the weekend.

If you want someone else to pick up your paycheck for you, you must contact your local Branch in advance and inform them that someone else will collect your paycheck. The person collecting on your behalf must bring (i) a written authorization signed by you which names the person picking up, and (ii) picture identification.

### Lost/Missing Paychecks

You must report a lost, stolen or missing paycheck immediately so that a "stop payment" can be initiated. A replacement check will not be issued until at least five (5) business days after the date of the original check. First Assist will determine when and if a new paycheck can be issued.

If you lose your paycheck, you will be charged a "stop payment" fee.

**ACKNOWLEDGMENT**

I have received a copy of the First Assist Employee Policy Manual (“the Manual”). I have read it carefully and recognize my obligation to comply with all of its rules and policies. If I have any questions about any of the Company’s rules and policies, including those in this Manual, I will ask my Staffing Coordinator or Recruiter.

I also understand that the Manual includes only a brief description of the benefits offered to me by the Company and an overview of its rules and policies. These may be changed by the Company at any time.

I also acknowledge and understand that the Manual does not constitute an express or implied employment contract of any kind with respect to any of its provisions, including those provisions describing disciplinary and discharge procedures. I further understand that nothing in the Manual is intended to bind the Company contractually, and I may not rely on any provision in the Manual as limiting the Company’s discretion or ability to discipline or discharge me. Finally, I understand and acknowledge that my employment is terminable at will so that both the Company and I remain free to choose to end our work relationship.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Employee’s Name (Please Print)

\_\_\_\_\_  
Employee’s Social Security No.