WELCOME FROM THE CEO

Welcome!

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

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

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

Best,

Bart Valdez
Chief Executive Officer
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IMPORTANT INFORMATION ABOUT THIS HANDBOOK

Our Healthcare professionals are at the heart of our business and this Handbook has been written to serve as a guide for your relationship with the Company. Please keep the following in mind as you read this Handbook:

1. This Handbook contains general information and guidelines. This Handbook will acquaint you with the Company, summarize guidelines, and provide information about working with us, but it is not all-inclusive. This January 2019 edition replaces all previously issued handbooks. No handbook can anticipate every circumstance or question. After reading this Handbook, if you have questions about a policy, practice, or benefit, speak with your Recruiter or Human Resources.

2. Notwithstanding any terms contained in your Strike Agreement Letter (“SAL”), which will govern the anticipated length of your assignment, your employment with the Company is not guaranteed for any duration. Both you and the Company maintain the right to end your at-will employment with or without advance notice and for any reason. The language used in this Handbook and any verbal statements made by management do not confer a contractual right, either express or implied, nor are they a guarantee of employment for a specific duration. No representative of the Company, other than the CEO, has the authority to enter into an agreement of employment for any specified period, and such agreement must be in writing, signed by the CEO and the employee.

3. The Company reserves the right to modify this Handbook, with or without notice. The need may arise to change the guidelines described in this Handbook, except for the at-will nature of your employment. The Company reserves the right to interpret the guidelines contained herein or to change them without prior notice. Changes are effective immediately when made, and your continued employment after any posted change is an acceptance of the modification. The Company will make reasonable efforts to notify you of any modifications or updates to this Handbook, but Healthcare professionals are responsible for being aware of all current policies, which will be posted in an electronic version accessible on the Portal.

4. The Company is committed to full compliance with all applicable federal, state, and local employment laws and regulations. If any provision in this Handbook conflicts with an
applicable law or regulation, or is inconsistent with the terms in a SAL, the law and/or terms of the SAL the law will take precedence. You may receive a state-specific appendix to this Handbook that is applicable to the state in which you are assigned. State appendices provide additional policies that apply only to Healthcare professionals assigned to that state and describe how some of the policies contained in the Healthcare professional Handbook apply differently to employees working in that state. Accordingly, the state appendix, along with the Healthcare professional Handbook, provides the complete employment policies that apply to our Healthcare professionals working in such states. The Company’s employment policies are not intended to restrict communications or actions protected or required by federal, state or local law.

5. Healthcare professionals are subject to any guidelines imposed by the client facilities in addition to the policies and guidelines in this Handbook. If you believe that any Company policy is in conflict with a client facility’s policy, please contact your Recruiter or Human Resources immediately.

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

7. These policies are important to the Company to insure quality patient care. Consequences of violations may subject Healthcare professionals to discipline, up to and including dismissal.

Please take time to review this Handbook and return your signed acknowledgment. Please contact Human Resources with any questions regarding these important documents.
KEY CONTACT INFORMATION

Clinical Service Department:
Phone: (800) 736-8773

Continuing Education:
MyFreeCE.com

Hours of Operation & Emergency Contact:
Corporate Office Hours: 7:30 A.M. to 5:30 P.M. Mountain Time
Phone: 800-73NURSE (800-736-8773)

Housing & Travel Department:
Phone: (800) 736-8773 ext. 2035
Fax: (720) 206-1524

Human Resources: (complaints of discrimination, harassment, or retaliation)
Human Resources Department
5700 S. Quebec St., Ste 300 Greenwood Village, CO 80111
Phone: (800) 736-8773
Fax: (888) 467-2242
Email: HR@fastaff.com

Portal:
My.portal.U.S.Nursing.com
For help with the portal: fastpassprofile@fastaff.com

Time Reporting: Timecards must be faxed or emailed to Payroll
Fax: (888) 450-2085
E-mail: USNPayroll@usnursing.com

Workers’ Compensation Carrier: Gallagher Bassett
Phone: (888) USNRSING or (888) 876-7764

Employee Injury Counselor:
Kimberly Edgerton
Phone: (303) 414-6037
Fax: (303) 865-6037
INTRODUCTION TO THE COMPANY
INTRODUCTION

The Company is the pioneer and industry leader in Rapid Response™ supplemental staffing, providing experienced nursing talent in ten days or less. Healthcare professionals are paid competitive salaries for their experience, adaptability, and readiness to deploy quickly in urgent and crucial situations. Healthcare professionals hit the ground running and are widely recognized for the fast impact they make in nursing units during urgent and crucial situations.

Hospital staffing needs can fluctuate rapidly due to a variety of reasons including unusual patient census increases, seasonal requirements, special projects, or emergencies and disasters. The Company is uniquely positioned to provide facilities with qualified healthcare professionals to meet immediate long-term or short-term staffing needs. The Company’s competitive compensation package attracts an exceptional talent pool of highly skilled, highly-experienced professionals. The Company stands ready to enable hospitals nationwide to provide uninterrupted quality patient care.

PURPOSE, MISSION AND VALUES

Purpose - Why we do what we do

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

Mission - What we do

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

Values - What we stand for

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

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

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

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

Assignments will commence and terminate in accordance with the terms of the Strike Agreement Letter (“SAL”).

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

BACKGROUND CHECKS

Because the Company is in the business of providing its clients with highly-qualified, rapid-response professionals who are cleared for work on an expedited basis, the Company conducts background checks early in the hiring process. Additionally, upon request, and/or in accordance with applicable law, the Company periodically updates background checks. All background checks are conducted in conformity with the federal Fair Credit Reporting Act and any state fair credit reporting laws or other state or local limitations on background checks, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws.

In accordance with applicable law, the Company obtains from applicants their written consent and authorization to conduct appropriate background checks and, where required, to share background check reports with client facilities. Any adverse action will be communicated in writing through pre-adverse action and adverse action letters. If you identify any inaccuracy or inconsistency in a background check report, it is your responsibility to initiate dispute proceedings with the reporting agency.

Results from drug screening, medical requirements, and background screenings will be kept confidential to the extent possible, but may be shared with Company clients involved in the assignment process as necessary and in accordance with applicable laws.
Successful completion of a background check is required prior to the start of an assignment (and is conducted annually while on assignment). Background checks may include verification of any information on the applicant’s resume or application form. Failure to complete an authorization for a background check in a timely manner may result in a delay in being submitted to a position.

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

NURSING CREDENTIALS

In order to be submitted to an open job opportunity, candidates must submit basic credentials such as licenses, BLS, etc. The Company provides a web-based solution that allows you to upload all required documents to this file. After documents are uploaded, the Company will conduct an expedited review of your file. You will receive an email following that review, communicating whether your documents are approved or whether additional action is required. In that case, you would be directed to login to the Portal. Contact fastpassprofile@fastaff.com for help with uploading documents.

DRUG SCREENING

Healthcare professionals must submit to a drug and/or alcohol test prior to the commencement of their upcoming travel assignment and annually while on assignment. These required tests also must be performed pre-assignment if a drug/alcohol test has not been performed within the 12 months prior to an assignment. The Company is contractually required by certain clients to perform a current drug/alcohol test on all Healthcare professionals assigned to that client; submission to a drug/alcohol test for such clients is a requirement of the assignment. You may be required to submit to a drug/alcohol test upon client request at any time during an assignment based on reasonable suspicion, post-accident, or any other reason deemed appropriate by on-site management. If the candidate receives a positive test result, he or she must contact the Medical Review Officer (MRO) and provide any and all requested documentation. If the MRO clears the candidate with provided documentation, there is no further action required. If the MRO does not clear the candidate, the Quality Assurance (QA) department will contact the Healthcare professional to determine whether or not they are eligible for placement in accordance with corporate policy. Candidates are required to review U.S. Nursing’s Drug & Alcohol Policy on an annual basis.

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

Applicants and employees who refuse to cooperate with a drug test or who test non-negative, will be subject to discipline, up to and including dismissal, in accordance with applicable laws.

**IMMIGRATION LAW COMPLIANCE/E-VERIFY**

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

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

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

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

**FACILITY ORIENTATION**

Healthcare professional orientation is unique to each client facility. After you receive an assignment date, you will receive orientation information from your Recruiter. Any self-study packets or examinations must be completed prior to your start date or by the date provided by the client facility. You must show proof of identity (picture ID) upon arrival to each assignment. In addition, you are required to carry all credentials professional licenses, and a timecard for orientation at the client facility.
CONDUCT AT CLIENT SITES

As a Healthcare professional working on a Company assignment, you will report to a client facility’s supervisory staff. You are responsible for following facility-specific guidelines and are expected to conduct yourself in a professional manner. If you have any questions about the application of a client’s policy, you should talk with your facility supervisor, Recruiter, or Clinical Service Manager.

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

• Adhere to the facility’s schedule.

• Float to other units/assignments as requested by the client facility. Healthcare professionals are required to float as necessary to any areas of practice within the Healthcare professional’s clinical competence, scope of practice, including age-based competencies. When floating to a new unit, you should ask for a tour and a point of contact for any questions during the shift, such as:
  − The type and number of patients you will be expected to care for;
  − The resources available to you, including a charge nurse, supervisor, other staff nurse, clinical services managers, etc.; and
  − Location of general supplies and medications.

• Report for duty on time and be prepared to work.

• Conduct personal business only on scheduled break or lunch periods, or during non-working hours.

• Contact your Recruiter with any concerns, including those regarding payroll and housing.

• For any concerns related to your work at the facility, including policies, procedures, or patient-care related items, you should: (1) address the situation at the facility following the appropriate chain of command: i.e., unit manager, house supervisor, or unit manager. This should occur as soon as possible and within 24 – 48 hours of the incident. Discussions held in a timely manner enhance our ability to resolve concerns. The majority of concerns can be resolved at this level; and (2) notify your Recruiter.
COMPENSATION
COMPENSATION

The Company will pay Healthcare professionals according to the pay rates indicated in the Strike Agreement Letter (SAL) and in accordance with applicable federal, state, and local law.

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

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

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

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

TIME RECORDING AND REPORTING OBLIGATIONS

Healthcare professionals, as non-exempt employees, are responsible for their own recordkeeping and must record their time worked each day on a timesheet. It is your sole responsibility to record time using the provided time records, programs or devices. You should report any time record errors to your Recruiter or Payroll and are required to cooperate and assist with correcting any inaccuracies. The Company will pay Healthcare professionals for all the time they work without exception. Work time normally includes all activities directly related to a Healthcare professional’s job. If you are unsure about what counts as work time, you should ask your Recruiter or the Payroll Department.
Timekeeping is something the Company takes very seriously and we strive to create a positive experience for our Healthcare professionals. In order to reach our goal, we depend on you for the following steps:

1. Punch in immediately before and immediately after the start and end of your shift. Working off-the-clock, or not recording work time on your timesheet, is not necessary and not permitted by the Company.

2. If you perform any work before or after your shift or during a meal period, you must still record this time on your timesheet.

3. Keep your timesheet current by entering your time worked and time off daily. By signing a timesheet or submitting time electronically, you certify the accuracy of all time recorded and that the information contained in the timesheet may be relied upon by the Company. We understand that on occasion mistakes can occur; however, falsifying, altering without appropriate authorization, or tampering with time records, or recording time on another employee’s time record is not acceptable and will result in disciplinary action.

4. If you feel that you are being encouraged, pressured or forced to work without recording this time on your timesheet, you must immediately contact your Recruiter. The Company does not tolerate retaliation against any employee who in good faith reports a violation of the Company’s time recording policy.

5. Time worked is to be entered at the beginning and end of every shift via the electronic time sheet

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

- Name.
- The exact time you start your workday, leave for your meal period(s), return from your meal period(s), and end your workday. **Time is to be recorded down to the minute** on the time sheet, including the correct dates.

**Submission**

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

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

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

Healthcare professionals are to receive an unpaid 30-minute duty-free meal period for each shift of over five (5) hours, unless state law provides differently. Record on your timesheet the exact time that you stopped work for a meal period and the exact time that you returned to work at the end of the meal period. If a client facility uses time clocks, you should also clock in and out for meal breaks. If you are required by your supervisor to perform any work during the meal period, record this time spent working on your timesheet and obtain a facility supervisor’s signature for that missed or interrupted meal break, and you will be paid for the time worked.

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

WORK WEEK

For purposes of time keeping and time recording, the Company’s work week is determined by the start of the strike period.

HOLIDAYS

If you work on a holiday during the work week, then you will be paid at the holiday rate of 1.5 times the regular hourly rate designated on the SAL for hours worked between 7:00 A.M. on the holiday to 6:59 A.M. of the following day.

OVERTIME

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

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

Advance authorization from your facility supervisor or manager is necessary to work overtime. Employees must record and will be paid for all time worked, including overtime that has not been pre-approved.

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

GUARANTEED HOURS

During an assignment, you will be guaranteed a certain number of hours per week, as specified in the SAL, and will be paid for all hours that you work. In addition, you will be paid for any hours you were scheduled to work but were not provided work up to your minimum guarantee, i.e. “Guaranteed Hours,” if:

You obtain a signature from a Facility supervisor confirming that you worked or were available to work all the hours that you were scheduled and/or requested to work that work week. You will be considered to have been “available” to work if the Facility sends you home early or instructs you not to report to work. However, if you start a shift late, leave early or volunteer to leave work early, including at the request (rather than a mandate) of the Facility, at any time during the work week, or you voluntarily elect not to be available for any shift you are scheduled or asked to work during the week for personal reasons, you will not be considered to have been “available” to work your entire schedule for the week. Under such circumstances, you will not be eligible to receive compensation for any Guaranteed Hours that week unless the absence was caused by activity protected under the law or excused by U.S. Nursing.

Additionally, you will only receive compensation for the number of Guaranteed Hours that make up the difference between your actual hours worked that week and your scheduled hours for the week. For example, if you are scheduled to work 48 hours and you receive only 46 hours of work, you will be eligible to receive a maximum of two hours of Guaranteed Hours compensation that week. If your assignment includes call back hours, the call back hours will
count toward whether you will have been provided the scheduled number of hours of work that week.

If your time sheet is not received by 12 p.m. Mountain Time on Monday, you will not be eligible to receive compensation for any Guaranteed Hours associated with that pay week.

ON CALL

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

CALL BACK

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

SICK LEAVE

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

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

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

FAMILY AND MEDICAL LEAVE ACT (FMLA Leave)

Eligibility

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

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

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

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

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

**Military Family Leave Entitlements**

Eligible employees with a spouse, child, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment re-integration briefings.

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

**Definition of Serious Health Condition**

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

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

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

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1 The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition.”
**Employee Responsibilities**

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

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

For leave taken because of an employee’s own serious health condition, or to care for a covered family member with a serious health condition, you must provide the Company with a complete and sufficient medical certification from an authorized health care provider. You must provide such certification within fifteen (15) calendar days of the request, unless it is not practicable under the particular circumstances to do so despite your diligent, good faith efforts. If you fail to provide the Company with a complete and sufficient certification, despite the opportunity to cure the certification as provided, or fail to provide any certification, the Company may deny the taking of FMLA leave. If you plan to take intermittent leave or work a reduced schedule, the certification must also include estimated dates and the duration of treatment or recovery, as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule. You may also be required to provide periodic recertification supporting the need for leave.

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

**Employer FMLA Responsibilities**

If you request leave, the Company will provide you with notice of whether you are eligible for FMLA leave. If so, the notice will specify any additional information required, as well as your rights and responsibilities. If you are not eligible, the Company will provide a reason for the ineligibility.
U.S. Nursing will inform you if leave will be designated as FMLA-protected and the amount of leave counted against your leave entitlement. If the Company determines that the leave is not FMLA-protected, then the Company will notify you.

Compensation During Leave

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

Continuation of Benefits

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

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

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

Job Reinstatement

Under most circumstances, when an employee returns from a FMLA leave, the employee will be reinstated to his or her pre-leave position or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment to the extent the employee would have otherwise been entitled to return to such position and retain such terms and conditions of employment had he or she not taken leave. If an employee has a serious health condition that renders the employee unable to return to work, the employee may be entitled to additional leave as a reasonable accommodation under the Americans with Disabilities Act or other state or local laws. Employees who take leave for their own serious health condition may be required to provide a “release to return” from their healthcare provider before returning to work. U.S. Nursing may delay restoration to an employee who fails to provide such certification.

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

**Enforcement**

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

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

**STATE TIME OFF/LEAVE LAWS**

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

**CONTINUING EDUCATION PROGRAM**

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

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

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

Housing

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

Company-provided housing is provided for the length of the strike.

- You will be responsible for any damage to property or furniture and any excessive cleaning that may be required.
- Parking accommodations will vary and are generally not reimbursable.

Travel

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

The Company provides the following guidelines for travel:

1. **Option 1: Company-Provided Travel.** The Company will attempt to book a flight from the airport of your choice to the closest logical airport to the client facility, but based on flight availability and hospital budget guidelines, alternate area airports may need to be considered.

2. **Option 2: Employee-Provided Travel.** The Company will reimburse you for travel at the beginning of your assignment and for travel home at the end of a completed assignment at the IRS recommended rate per mile at a maximum of 780 miles each way for assignments located 50 miles or further from your permanent address.

Company-Provided Travel

For Company-Provided Travel, the following rules apply:

- Flights will be booked once you accept your assignment
• Travel to and from your home airport is your responsibility.
• Flights will be booked based on availability and cost.
• Direct flights cannot be guaranteed.
• The Company will try to avoid multiple stops, connections, or layovers when possible. If a requested flight is out of budget for the assignment, a flight will be chosen that is as close to the budget as possible.
• If you wish to change a flight after it has been booked, you must cover any change fees or fare increases.
• You will be reimbursed up to $30 for luggage unless the airline provides a free checked bag. Receipts must be submitted for luggage reimbursement.

**Employee-Provided Travel**

For Employee-provided travel, the following rules apply:

• Mileage is calculated, using Google Maps, based on the permanent address zip code the Company has on file and within 50-mile radius from the facility zip code of where you are assigned.

**TAX TREATMENT**

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

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

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Company is dedicated to the principles of equal employment opportunity and conducts all hiring and employment practices strictly in accordance with applicable federal, state and local fair employment practices laws. Discrimination in employment on the basis of any classification protected under federal, state or local law is a violation of our policy and is illegal. The Company provides equal employment opportunities to all qualified employees and applicants for employment without regard to age, race, color, religion/creed, gender, sexual orientation, gender identity or expression, national origin, alienage or citizenship status, ethnicity, disability, genetics, pregnancy, marital or partnership status, familial status, caregiver status, amnesty, military or veteran status, status as a victim of domestic violence, sexual violence or stalking, credit history, arrest or conviction record, unemployment status, or any other attribute or characteristic protected by applicable federal, state and local laws. Equal employment opportunity applies to all terms and conditions of employment, including, but not limited to, recruitment, advertising, testing, screening, selection, hiring, placement, promotion, demotion, transfer, leave of absence, compensation, training, disciplinary action, termination, layoff, reduction in force, recall, benefits, social and recreational programs and all other conditions and privileges of employment in accordance with applicable federal, state and local laws.

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

The Company will engage in the interactive process when reasonable accommodations are requested under certain circumstances, such as those related to physical and mental health conditions; religious beliefs, practices, and observances; and for pregnancy, childbirth, and related medical issues. The Company will consider all requests for accommodation and will provide reasonable accommodations in accordance with applicable law.
All employees bear the responsibility to implement this policy and ensure that everyone at the Company adheres to it. If you have questions or concerns about any type of perceived discrimination in the workplace, or believe you have been discriminated against in violation of this policy, you must immediately contact your Recruiter or Human Resources.

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

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

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

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

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

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

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

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

POLICY AGAINST HARASSMENT, DISCRIMINATION & RETALIATION

Sexual and other unlawful harassment violates Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. The Company expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics listed in the EEO policy in this Handbook and/or protected by applicable federal, state or local laws. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

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

Definition of Sexual Harassment

For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.
Examples of sexually harassing, offensive and intimidating conduct include, but are not limited to, the following unwelcome behaviors:

- Unwelcome physical contact with sexual overtones, such as touching, patting, pinching, repeatedly “brushing” against someone, or impeding the movement of another person;
- Sexually offensive comments such as slurs, jokes, epithets, and innuendos;
- Sexually oriented “kidding” or “teasing,” or sexually oriented “practical jokes”;
- Suggestive or obscene written comments in notes, letters, invitations, e-mail or voice mail;
- Sexually explicit graphics, downloaded material or websites;
- Inappropriate, repeated, or unwelcome sexual flirtations, advances or propositions;
- Offensive visual contact such as staring, leering, gestures, or displaying obscene objects, pictures, or cartoons;
- Inappropriate or suggestive comments about another person’s physical appearance or dress;
- Exchanging or offering to exchange any kind of employment benefit for a sexual concession, e.g., promising a promotion or raise in exchange for sexual favors; or
  - Withdrawing or threatening the withdrawal of any kind of employment benefit for refusing to grant a sexual favor, e.g., suggesting that an individual will receive a poor performance review or be denied a raise unless he/she follows the supervisor’s sexually related request.

Other Harassment Defined

For purposes of this policy, other harassment is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of a characteristic protected by federal, state or local law, and that:

- creates an intimidating, hostile or offensive work environment; or
- unreasonably interferes with an individual’s work performance.

Examples of other harassment include, but are not limited to the following unwelcome behaviors on the basis of any status protected by law:

- using epithets or slurs; mocking, ridiculing or mimicking another’s culture, accent, appearance or customs;
- threatening, intimidating or engaging in hostile or offensive acts that focus on any characteristic protected by law, including jokes or pranks;
- display on walls, bulletin boards or elsewhere on Company premises, or circulating in the workplace, of written or graphic material that denigrates or shows hostility or aversion toward a person or group because of any characteristic protected by law.
**Complaint Procedure**

The Company is committed to placing Healthcare professionals in work environments where they are treated with decency and respect. If you believe that you have been subjected to harassment or discrimination, have observed harassment or discrimination of another employee, or if you believe that a Company supervisor or any of the individuals supervising you at the client facility have engaged in discrimination or harassment, you must promptly report that immediately to your Recruiter, or Clinical Services Manager or Human Resources. Under no circumstances need the individual report the harassment to the person he or she is accusing of harassment. Any Company representative who receives a complaint of harassment and/or becomes aware of inappropriate conduct, including conduct prohibited by this policy, must immediately notify Human Resources.

When an employee reports harassment as specified above, the Company will investigate promptly. The Company expects all of its employees and managers, as well as client facility employees, to cooperate fully and in good faith with any investigation. The Company will communicate the results of any investigation to affected individuals. The Company will make reasonable efforts to promptly and thoroughly investigate any allegations of harassment or discrimination, and, if the investigation confirms that a violation of this policy has occurred, take appropriate corrective action. The Company will make reasonable efforts to maintain confidentiality, appropriate to the circumstances, of a complaint made pursuant to this policy.

**Non-Retaliation**

The Company expressly prohibits retaliation against anyone for reporting a belief that he or she has been the target of unlawful discrimination or harassment or for participating in an investigation. Any employee who believes he or she has been retaliated against in violation of this policy must immediately notify their Recruiter or Clinical Services Manager or Human Resources. If an employee feels that someone has retaliated or threatened retaliation against him or her because of a complaint or participation in an investigation, the employee must follow the procedures listed in the Complaint Procedure section above, and the investigation of the allegations of retaliation will follow the procedures set forth in this policy. The Company will investigate all claims of retaliation, and, where appropriate, take prompt corrective action.

**OPEN DOOR & MANDATORY REPORTING POLICY**

The Company is committed to the highest possible standards of ethics, openness, propriety and accountability. In line with this commitment, we expect and want our employees (or anyone else) to report any suspected (actual or threatened) violations of any law, rule or regulation.
Some examples of conduct that must be reported are:

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

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

**ATTENDANCE**

The Company, its client facilities—and their patients—rely heavily upon Healthcare professionals, so dependability, punctuality, and a commitment to the job are essential qualities in our employees. You are required to arrive at work on time on your scheduled work days and work all scheduled hours. If circumstances beyond your control will make you late or absent from work, you must notify your on-site facility supervisor and Recruiter in accordance with facility-specific notification requirement guidelines. Leaving messages on voice mail or with other employees is not an acceptable way to communicate tardiness or absences.

If an unexpected work absence cannot be avoided, you must communicate both your request for time off and when you expect to return to work. You must communicate with both your facility supervisor and Recruiter on each day you are absent. If permission is not granted by your facility supervisor or Recruiter, you are expected to work the scheduled time. Additionally, leaving work early, not fulfilling overtime commitments, excessive absenteeism, or failure to call in are some examples of absenteeism that may be subject to disciplinary action. Unless there are extenuating circumstances, after more than three (3) business days of unexcused and unreported absences from work, you will be deemed to have abandoned your job and, subject to the Company’s discretion, may be dismissed.

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

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

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

CONFLICTS OF INTEREST

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

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

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

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

DISCIPLINE

Employees who fail to maintain proper standards of conduct toward their work, their co-workers, or the Company’s clients, or who violate any of the Company’s policies or client facility policies are subject to appropriate disciplinary action, up to and including dismissal. The discipline considered for any particular action may range from informal discussion to immediate dismissal, depending on the Company’s assessment of the severity of the situation, and need not be imposed in any particular order. Disciplinary decisions taken by Company management are fact-specific and case-specific and at the Company’s sole discretion. If you are subjected to discipline by an on-site supervisor at the client facility, you must notify Human Resources immediately.

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

DRESS CODE

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

Dress codes vary from facility to facility. The Company requires employees to satisfy facility-specific uniform guidelines, which may address (for example) tattoos, piercings, and acrylic nails.

While varying guidelines may be imposed at client locations, Healthcare professionals are always expected to present a professional, neat appearance at all times. Employees who do not meet the dress requirements may be asked to correct their appearance.
This policy is not intended to interfere with an employee’s disability or religious beliefs. If you require an accommodation, you should immediately notify Human Resources.

**DUTY TO REPORT FELONY CONVICTIONS**

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

**ELIGIBILITY FOR RE-EMPLOYMENT**

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

**EMPLOYMENT VERIFICATION**

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

A written request for employment verification information must be submitted via mail or fax to Human Resources using the address or fax number found in the Key Contact Information section.
HOURS OF OPERATION & EMERGENCY CONTACT

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

For emergency situations, which occur outside normal business hours, a recording will direct you to the appropriate party for your circumstances. Please remember, contacting the on-call resource is reserved for emergency situations only. When contacting the on-call resource, they will ask you qualifying questions to determine whether or not your issue is an emergency that cannot wait until the next business day. If your issue is not deemed to be an emergency, you should contact your recruiter with any concerns you may have. The following are what can be dealt with outside of normal business hours: you need a flight to your assignment or you do not have housing accommodations arranged for your assignment. Pay issues or attendance issues will be dealt with on the next business day.

INSPECTION & SEARCHES

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

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

PERSONNEL RECORDS

Personnel records are the property of the Company, and access to the information contained in personnel records is restricted. Personal information obtained about you is carefully protected and shared only with those who have a legitimate need for it, including client facilities to which you are assigned. Company personnel who have a legitimate reason to review records are permitted to do so. The Company will respond to employee requests for personnel records pursuant to applicable state law.
You are responsible for updating your personal information with the Company. If any of the following information changes, promptly make updates by logging into the Portal, or notifying your Recruiter or other appropriate U.S. Nursing department.

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

SAFETY

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

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

SMOKING AND TOBACCO FREE WORKPLACE

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

SOCIAL MEDIA GUIDELINES

The Company provides the following guidelines for use of, or participation in, social and professional network sites, blogs, and other forms of social media.
As a Healthcare professional, you join a prestigious community of experienced professionals known to hit the ground running to provide high-quality patient care in urgent and crucial situations. As such, we encourage you to consider how you represent this community of healthcare professionals in all of your interactions with hospitals, patients and even on social media.

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

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

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

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

Healthcare professionals must report any perceived violations of this policy immediately to their Recruiters or Human Resources.
Unless you are authorized to do so, your use of Social Media is prohibited during working time. Working time does not include your authorized lunch or break periods, or time before or after work.

DISTRIBUTION OF LITERATURE

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

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

SUBSTANCE ABUSE POLICY

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

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

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

WORKERS COMPENSATION

If you are injured on the job, you must immediately report the injury to your on-site supervisor and your Recruiter or Clinical Services Manager, and the Company’s Workers’ Compensation carrier, Gallagher Bassett, at (888) 876-7764. You must report all work-related injuries as soon as reasonably possible and within 24 hours to Gallagher Bassett in order to be eligible for Workers’ Compensation. If medical treatment for an on-the-job injury is needed, it must be obtained from one of the Workers’ Compensation carrier’s designated physicians. If treatment is obtained from a non-designated physician, you may be responsible for the cost of treatment.

WORKPLACE VIOLENCE PREVENTION

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

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

If you have a concern about the quality of patient care or any other serious concern regarding the facility where you are working, the Joint Commission encourages you to share those concerns with them. You may do so at: http://jcwebnoc.jcaho.org/QMSInternet/IncidentEntry.aspx.

It is the Joint Commission’s policy to treat your name as confidential information and to not disclose it to any other party. However, it may be necessary to share the complaint with the subject organization in the course of a complaint investigation. Joint Commission policy forbids accredited organizations from taking retaliatory actions against employees for having reported quality of care concerns to the Joint Commission.

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

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

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

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

Overview of the HCAHPS Hospital Survey (HCAHPS)

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

Three broad goals have shaped the HCAHPS survey:

- First, the survey is designed to produce comparable data on patients’ perspectives of care that allows objective and meaningful comparisons between hospitals on domains that are important to consumers.

- Second, public reporting of the survey results is designed to create incentives for hospitals to improve their quality of care.

- Third, public reporting will serve to enhance public accountability in health care by increasing the transparency of the quality of hospital care provided in return for the public investment.

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

PATIENT SAFETY

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

Event types

Consistent understanding of event types is critical to enhance patient safety—patient safety event, adverse event, no harm event, and sentinel event categorize the nature and severity of potential adverse patient outcomes. These terms also identify opportunities for proactively increasing patient safety.
• Sentinel events are a subcategory of adverse events and represent the most significant level of patient harm, resulting in death or unanticipated major loss of function.

• Additionally, egregious acts such as suicide, abduction and acts of violence can be categorized as sentinel in nature and subject to review by The Joint Commission.

**Root cause analysis**

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

**No-blame culture**

A no-blame culture has proven to be the most effective in identifying potential and actual patient safety risks. Encouraging employees to speak openly about actual or near misses will provide transparency to threats and create a culture of safety.
ADDENDUM
In the event any provision of this Employee Handbook or Addenda conflicts with state or local legal requirements, those requirements shall govern. In addition, this document does not set forth all leave rights an employee may have under state or local law. Please contact Human Resources at (800) 736-8773 with any questions regarding leave entitlements.

**CALIFORNIA**

**Work Breaks (California)**
Healthcare professionals working in non-exempt positions in California will be provided meal periods and rest breaks in accordance with the following California policies:

**Meal Periods:**
California Healthcare professionals who work a shift of more than five hours are provided with an unpaid, fully off-duty meal period of at least 30 minutes. Healthcare professionals have the right to take this meal period no later than the end of the fifth hour of work, unless the Healthcare professional waives the first meal period as set forth below. If a Healthcare professional works a shift of more than 10 hours, the Healthcare professional is provided with a second unpaid, off-duty meal period of at least 30 minutes. This means that on a 12-hour shift, a Healthcare professional will be entitled to take two 30-minute unpaid meal periods, unless one of the two meal periods is waived as set forth below. The Healthcare professional has the right to take the second meal period no later than the end of the 10th hour of time worked, unless the Healthcare professional waives the second meal period as set forth below.

Healthcare professionals are relieved of all duties during a meal break, and are free to spend the time as they choose.

California Healthcare professionals who work shifts of more than ten hours may voluntarily waive their right to take one of their two meal periods – that is, to receive only one 30-minute, unpaid off-duty meal period and take the other meal period “on the job” and “on the clock” with pay. This waiver will not be an option on days the Healthcare professional is not providing patient care, such as during orientation. Any Healthcare professional who voluntarily chooses to waive one of their two meal periods must sign a Voluntary Meal Period Waiver Agreement.

If at any time a Healthcare professional in California does not have a reasonable opportunity to take a meal period provided under this policy, the Healthcare professional should note this on the applicable time sheet, including the reason the meal period was not taken. If a meal period is not received, the Healthcare professional will receive one hour of premium pay for that day. No premium pay will be provided if the employee voluntarily chooses not to take a meal period, or to take it later than the times set forth in this policy.

**Rest Breaks:**
California Healthcare professionals are also authorized and permitted to take paid off-duty rest breaks of 10 minutes for each four hours worked or major fraction thereof. This means that California Healthcare professionals who work a shift of 3 ½ hours or more in a given day are entitled to take one or more 10- minute rest breaks based on the length of their shifts as follows:

- Shifts of 3 ½ to 6 hours – one 10-minute rest break
- Shifts of more than 6 up to 10 hours – two 10-minute rest breaks
- Shifts of more than 10 hours – three 10-minute rest breaks
- Shifts of more than 14 hours – four 10-minute rest breaks

This means that if you work a 12 hour shift in California, you have the right to take three paid off- duty 10-minute rest breaks.

Rest breaks should be taken as near to the middle of a 4-hour work period as practicable under the circumstances. Rest breaks may not be skipped so that the employee can leave early. Rest breaks cannot be combined with the meal period to lengthen the meal period. Because rest breaks are treated as paid time, employees do not record their rest breaks or clock out for rest breaks.

**Overtime for Non-Exempt Employees (California)**

**Daily Overtime:** Notwithstanding any applicable exceptions or exemptions, non-exempt employees receive overtime pay at 1.5 times the regular rate of pay for hours worked in excess of 8 hours in a workday or 40 hours in a workweek. Non-exempt employees receive overtime pay at 2.0 times the regular rate of pay for hours worked in excess of 12 hours in a workday or 8 hours on the 7th day of the workweek.

An employee must receive his or her supervisor’s prior approval before any overtime can be worked. Employees who work overtime or work during non-working hours without authorization will be subject to disciplinary action, up to and including termination of employment.

**Reasonable Accommodations for Victims of Domestic Violence / Sexual Assault / Stalking (California)**

Pursuant to California law, the Company will make reasonable accommodations for California employees to protect the safety of known victims of domestic violence, sexual assault, and/or stalking while at work. Any employee who is a victim of domestic violence, sexual assault, and/or stalking and requires an accommodation to protect the employee’s safety at work should make an accommodation request to the employee’s supervisor that describes the type of accommodation requested. The employee should also inform the employee’s supervisor of any exigent circumstances or danger to the employee. The Company will then evaluate the request along with any exigent circumstances and potential danger to the employee. The company will engage in an interactive process to identify possible accommodations, if any,
that will help protect the employee’s safety. If the request is reasonable, the employee is able to perform the essential functions of the employee’s job, and the accommodation will not impose undue hardship, the Company will make it.

**Inspection and Disclosure Policy (California)**

Current and former employees in California or their representative may request to review and/or receive a copy of the employee’s personnel records that the Company maintains relating to the employee’s performance or to any grievance concerning the employee by making a written request to Human Resources. The Company will make the personnel records available for inspection to current and former employees in California or will provide a copy thereof within 30 calendar days of a written request, unless the parties agree to extend this deadline for up to five additional days. Current employees in California may review or receive a copy of their personnel records at the place where they report to work or at another mutually agreeable location, while former employees in California may review or receive a copy of their personnel records at the location where the Company stores the records unless the parties mutually agree in writing to a different location. Former employees in California may receive a copy of their personnel records by mail if they reimburse the Company for actual postal expenses. The Company provides employees working and residing outside of California with inspection/copy of their personnel records in accordance with applicable law.

The Company will attempt to restrict disclosure of personnel files to authorized Company employees. Any request for information from personnel files must be directed to Human Resources. Only Human Resources is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement, securities regulators or local, state or federal agencies conducting official investigations and as otherwise legally required.

**Sick Days (California)**

Pursuant to the California Healthy Workplaces / Healthy Families Act and San Francisco’s Paid Sick Leave Ordinance, to the extent the Company is deemed an employer under applicable law, California employees can use one hour of paid sick leave for every 30 hours worked pursuant to the Company’s Sick Days policy, with hours accruing beginning on the first day of employment and accruing up to 72 hours, for the following reasons:

- An existing health condition or preventative care for the employee or a specified family member or designated person; or
- Specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

Accrued sick leave for these additional purposes carries over from year to year. The Company lists the amount of available paid sick leave on each paycheck or wage statement.
California law prohibits any retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both. A California employee may file a complaint with the California Labor Commissioner for any retaliation or discrimination.

**Paid Medical Leave (California)**

Healthcare professionals who work for the Company in California for at least 30 days within a year are eligible for paid medical leave. Paid medical leave in California is accrued in accordance with California law at a rate of one hour for every 30 hours worked beginning at the commencement of employment in California and are eligible to accrue up to 48 hours of paid medical leave per year (or 72 hours in San Francisco and Oakland). Accrued but unused paid medical leave carries over to the next year, with a cap of 48 hours. Healthcare professionals in California may not use accrued medical leave until their 90th day of employment in California and may only use 24 hours of accrued paid medical leave within a 12-month period. Accrued but unused medical leave will not be paid out upon termination. However, if an employee separates from the Company and is rehired by the Company in California within one year from the date of separation, previously accrued and unused paid sick days will be reinstated.

The paid portion of Paid Medical Leave is paid in coordination with SDI and/or PFL benefits. Under no circumstances should an employee on Paid Medical Leave receive in the aggregate compensation exceeding his or her regular compensation.

The Paid Medical Leave may be used for the illness or preventative care of yourself or a family member (as defined by law), or for one of the other reasons that qualify for use of paid medical leave as described below. Paid Medical Leave may be used for the following reasons:

1. The employee is ill or injured or otherwise must attend an appointment for medical diagnosis, care or treatment for an existing medical condition, or for preventative care.
2. The employee is needed to care for a family member who is ill or injured, or who needs the employee’s assistance/support to attend an appointment for medical diagnosis, care, or treatment for an existing medical condition, or for preventative care.
3. The employee, as a victim of domestic violence, sexual assault or stalking, needs time off work to do any of the following:
   a. to obtain or attempt to obtain relief to help ensure the health, safety or welfare of the employee or his/her child including, but not limited to, a temporary restraining order, restraining order or other injunctive relief;
   b. to seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
   c. to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault or stalking;
   d. to obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
e. to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

4. Additional San Diego Information: Note that in San Diego the paid medical leave can also be used when a covered employee’s place of work, child’s school or place of care is closed by public health officials related to a public health emergency, or when the employee’s family member is a victim of domestic violence, sexual assault or stalking and the employee needs time off as outlined above.

“Family member” means: the spouse or registered domestic partner of the employee; a child (regardless of age) of the employee including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; a parent of the employee or the employee’s spouse/registered domestic partner including biological, adoptive, or foster parent, stepparent or legal guardian, or a person who stood in loco parentis when the employee was a minor child; a grandparent of the employee; a grandchild of the employee; or a sibling of the employee.

Additional Family Information:
Covered employees in San Francisco and Berkeley have the option as provided by the local jurisdiction to have a “designated person” if the employee “has no spouse or registered domestic partner.” For questions regarding designating a “designated person” employees should speak to Human Resources. Covered non-exempt employees in Los Angeles may use paid medical leave for any individual related by blood or affinity or whose close relationship is the equivalent of a family relationship.

Employees are expected to notify their supervisor as soon as they know they will need to take paid medical leave. While verbal notice is sufficient, the Company reserves the right, where permitted by applicable law, to request subsequent doctor’s certification to confirm eligibility. In case the absence lasts longer than one day, appropriate efforts need to be made by the employee to update the supervisor on his/her return status.

The Company will not retaliate against and strictly prohibits retaliation against any employee who requests or uses paid sick leave or any employee who exercises or attempts to exercise any rights guaranteed under the law.

Family and Medical Leave (California)

In addition to the Company’s Family and Medical Leave policy, California employees are covered by the California Family Rights Act (“CFRA”). Under the CFRA, a California employee may qualify for a medical, family care or bonding leave. With a few exceptions as noted below, rights under the CFRA are the same regarding such leaves as under the FMLA and the Company’s Family and Medical leave policy above.
**Bonding Leave:** Bonding leave may only be taken on an intermittent or reduced work schedule basis with the Company’s permission or as provided by state law. The CFRA provides that such leaves must be taken in increments of not less than two full work weeks. However, the Company will allow bonding leaves to be taken in increments of less than two full work weeks on two occasions within any rolling 12-month period, in compliance with the CFRA.

**Disability Benefits:** An employee in California who is on a medical leave is eligible, and should apply, for State Disability Insurance (“SDI”) benefits through any local office of the California Employment Development Department (“EDD”). Information on SDI benefits can be reviewed on the EDD’s website: www.edd.ca.gov/direp/diind.htm. An employee in California who is on a family care, bonding or service member family leave is eligible and should apply for Paid Family Leave. Insurance through any local office of the EDD. Information on such benefits, referred to as “paid family leave” or “PFL” benefits by the EDD, can be reviewed on the EDD’s website at www.edd.ca.gov/direp/pflind.asp. These benefits do not entitle employees to a leave of absence, and whether to apply for such wage-replacement benefits is the employee’s decision.

**Coordination of Leave Periods for Entitlements That Are Not Co-Extensive Under the FMLA and CFRA:** To the extent that the FMLA and CFRA have co-extensive entitlements, these leaves shall run concurrently. However, leave because of an employee’s disability for pregnancy, childbirth or related medical condition is not counted as time used under the CFRA (see California Pregnancy-Related Disability Leave policy). Leave to care for the serious health condition of a domestic partner is not counted as time used under the FMLA, but does count as time used under the CFRA. Exigency leave is not counted as time used under the CFRA, but does count as time used under the FMLA and may, in some case(s), run concurrently with Military Spouse Leave (see Military Spouse Leave policy). Service member family leave is counted as leave under the FMLA and may, in some but not all cases, run concurrently with the CFRA.

There are some circumstances where a California employee’s separate leave entitlement for taking time off to appear in school on behalf of a child or to visit a child’s school or day care facility (see Time Off For Parents’ School Activities policy) or for victims of violent crime (see Victim/Domestic Violence/Sexual Assault Leave policy) might run concurrently with and count as FMLA/CFRA leave.

Please consult with Human Resources to discuss wage and benefits payments while on California’s Family and Medical Leave.

**Pregnancy-Related Disability Leave (California)**

Pregnancy-related disability leave, reasonable accommodation, and/or position transfer is available to any employee whose health care provider certifies that the employee is temporarily disabled from performing her job because of pregnancy, childbirth or a related medical condition. A “related medical condition” includes, but is not limited to, lactation,
severe morning sickness, prenatal or postnatal care, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, and loss or end of pregnancy.

The leave may be taken in a continuous period, on an intermittent or a reduced work schedule basis, or a combination of the same as medically necessary or advisable.

An employee who gives birth is generally presumed to be disabled for six (6) weeks after the birth unless the birth is by cesarean section in which case the employee is presumed to be disabled for eight (8) weeks after birth. An employee whose health care provider certifies the employee as medically needing additional time off, before or after birth, due to disability caused by pregnancy, childbirth or a related medical condition, will be granted an unpaid leave of absence – including intermittent and/or reduced work schedule leave – for up to a total maximum aggregate period of four (4) months or 17 1/3 weeks per pregnancy.

The Company will engage in a good-faith interactive process with an employee who requests reasonable accommodation for her medical needs related to pregnancy, childbirth or a related medical condition. Examples of reasonable accommodation by the Company include, but are not limited to, temporarily modifying the employee’s work duties or schedule, providing furniture or modifying equipment, allowing more frequent breaks, and providing lactation breaks. In addition, the Company will transfer an employee to a less strenuous or hazardous position (where one is available) if medically needed because of her pregnancy.

To take pregnancy-related disability leave, receive reasonable accommodation or obtain a position transfer, an employee must give the Company sufficient verbal or written notice for it to make appropriate plans – at least 30 days’ advance notice if the need for the leave, reasonable accommodation or transfer is foreseeable; otherwise, as soon as practicable if the need is an emergency or unforeseeable. If the employee fails to give the Company reasonable advance notice or medical certification of disability (see below for this requirement), the Company may be justified in delaying the employee’s leave, reasonable accommodation or transfer. The Company will respond to an employee’s request for leave, reasonable accommodation or transfer as soon as practicable, but no later than 10 days after receiving the request.

Medical certification of disability must be submitted with an employee’s advance notice and request for pregnancy-related disability leave, reasonable accommodation or position transfer or within two (2) business days thereafter. When the need for pregnancy-related disability leave, reasonable accommodation or position transfer is not foreseeable, an employee must provide certification 15 days after the Company’s request or as soon as reasonably possible under the circumstances. The Company also may request recertification at some later date if the Company later has reason to question the appropriateness of the leave, reasonable accommodation or transfer, or its duration.
Requests to extend an initial leave period of less than four (4) months must be accompanied by an updated medical certification and be received by Human Resources at least three (3) business days prior to the original return to work date. A written release from the employee’s health care provider must be submitted to Human Resources before returning to work.

Although a pregnancy-related disability leave is unpaid, the employee may choose to use any and all accrued paid time off during her pregnancy-related disability. Once such benefits are exhausted, the leave will be unpaid. However, an employee disabled from working because of pregnancy, childbirth or a related medical condition may be eligible for State Disability Insurance benefits through any local office of the California Employment Development Department. Additional information is available at the EDD’s website: www.edd.ca.gov.

During a pregnancy-related disability leave, a regular employee (including dependents) who is participating in the Company’s group health insurance benefits will be eligible to continue such participation for up to four (4) months, as if the employee was actively working. Thus, the employee will be required to continue to pay her portion of the insurance premiums during the leave, and should make arrangement for such payments with Human Resources before the leave begins. If the employee does not return to work from a pregnancy-related disability leave, such an individual may be required to reimburse the Company for the group health insurance premiums it paid during the leave.

An employee returning from a pregnancy-related disability leave of a total period of four (4) months or less will be returned to her same position unless it no longer exists. In that case, the Company will offer the employee a comparable position, if one exists and is available, that the employee is qualified to perform. A position is “available” if it is open on the employee’s scheduled date of reinstatement or within 60 days thereafter. However, an employee has no greater right to reinstatement than if she had been continuously employed rather than on leave. For example, if an employee would have been laid off had she not gone on leave, or if the employee’s job is eliminated during the leave and no comparable job is available, then the employee would not be entitled to reinstatement. The Company will provide a written summary of reinstatement rights upon an employee’s request.

Pregnancy disability leave runs concurrently with family and medical leave under federal law (the Family and Medical Leave Act of 1993, as amended), but not under California law (the California Family Rights Act). In California, an employee is entitled to both pregnancy disability leave and family and medical leave (if eligibility requirements are met – see Family and Medical Leave) for the same pregnancy. Once the pregnant employee is no longer disabled, the employee may apply for leave under the CFRA for purposes of baby bonding. In such case, the employee may receive continued group health insurance coverage for up to an additional 12 weeks during any 12-month period under the CFRA.

**New Parent Leave (California)**
Pursuant to and to the extent the Company is deemed an employer under California law, eligible California employees may take up to 12 weeks of parental leave to bond with a new child within one year of the child's birth, adoption, or foster care placement. The employee is entitled to utilize accrued vacation pay, paid sick time, or other accrued paid time off during the period of parental leave.

**Eligibility:**
Employees requesting parental leave under the New Parent Leave Act must (1) work at a location where the Company employs at least 20 employees within 75 miles, (2) have at least 12 months of service, and (3) have worked at least 1250 hours during the 12-month period preceding the leave. The Company will be using a rolling 12-month method to measure eligibility for requested leave measured backward from the date on which the leave is requested to commence. This leave does not apply to any employees eligible for leave under the Family Medical Leave Act and/or California Family Rights Act.

**Procedure:**
While an employee is on an approved parental leave, the Company will maintain its contributions to the employee’s health insurance under the same terms as the plan in effect at the time the request is made if he/she is enrolled in the Company’s health care plan at the time the request is made. This means that the employee must continue to pay his/her share of the monthly benefit contributions and should make arrangements for such payments with Human Resources before the leave begins. Vacation and sick days do not accrue during any period of unpaid leave.

To the extent possible and practical, advance written notice of a request for parental leave is required. Except in emergency circumstances, employees must provide written notice to Human Resources 30 days in advance of the effective date of such parental leave. An employee should endeavor to schedule the leave so as not to unduly disrupt his/her work.

Although all parental leaves are unpaid the employee may request to use all accrued vacation and unused sick days at the beginning of the parental leave. Use of such benefits does not extend the employee’s maximum potential parental leave beyond 12 weeks.

Employees taking parental leave may be eligible and should apply for Paid Family Leave Insurance through any local office of the EDD. Information on such benefits, referred to as “paid family leave” or “PFL” benefits by the EDD, can be reviewed on the EDD’s website at www.edd.ca.gov.

In any case in which both parents entitled to parental leave are employed by the Company, the Company will not grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents parental leave totaling more than twelve (12) weeks. The employer may, in its discretion, grant simultaneous leave to both of these employees.

**Return from Leave:**
Upon an employee’s timely return to work from an approved parental leave, the Company will restore the employee to the same or an equivalent position with equivalent pay and benefits. If the position no longer exists, the employee will generally be offered an equivalent position that is available and for which he/she is qualified. If an employee fails to return from parental leave, the employee will be required to repay the Company its share of health insurance premiums paid for the employee during the leave, provided that the failure to return to work is not due to the condition, recurrence or onset of a serious health condition, or other circumstances beyond the employee’s control.

The Company will not refuse to hire or retaliate against an employee who exercises the right to parental leave under the New Parent Leave Act or for giving information or testimony regarding his/her own parental leave, or another person’s parental leave, in an inquiry or proceeding related to the rights entitled under the law. The Company will not interfere with, restrain, or deny an employee’s exercise of, or attempt to exercise, any right under the law.

In addition to parental leave under the New Parent Leave Act, employees may be eligible for Pregnancy Disability Leave. Employees should see Human Resources for more information.

Please consult with Human Resources to discuss wage and benefits payments while on California’s Paid Family Leave.

**California Wage Replacement Benefits (California)**

In addition to administering unemployment insurance benefits, the California Employment Development Department (“EDD”) administers two other types of government-sponsored benefits – State Disability Insurance (“SDI”) benefits and Paid Family Leave (“PFL”) benefits. Both SDI and PFL benefits are funded entirely by taxes deducted from California employees’ pay. It is important you understand that SDI and PFL are wage replacement benefits, not leaves of absence. Even if you qualify for SDI or PFL benefits, you must apply to the Company for a leave under one of the Company’s leave of absence policies and you must be granted a leave for your absence to be excused.

**State Disability Insurance**: In California, disability insurance is mandated by the California Unemployment Insurance Code and administered by the EDD. Employees who are absent due to non-work related illness or injury, or who are on a disability leave of absence other than a work-related disability leave of absence may apply to the EDD for disability benefits. SDI benefits are calculated as a percentage of your pay, up to a maximum specified by law, for a duration of 52 weeks. Every employee is responsible for filing their own claim and other forms promptly and accurately with the State EDD. Upon request, the Company will provide an employee with a claim form for their use, or a form may be obtained at the EDD offices or on the EDD website at www.edd.ca.gov. Employees are responsible for applying for SDI benefits. Any SDI benefits received, or an amount equivalent to SDI benefits that could have been received, will be deducted from any salary paid to such employees while absent, consistent with applicable law.
**Paid Family Leave:** An employee may be eligible for PFL benefits if the employee is unable to work, and experiences a resulting wage loss, due to any of the following reasons: (1) the need to care for a child, spouse, domestic partner, parent, grandparent, sibling, or grandchild who has a serious health condition, (2) the desire to bond with the employee’s new child or the new child of the employee’s spouse or registered domestic partner, or (3) desire to bond with a child in connection with the adoption or foster care placement of the child with the employee or the employee’s spouse or registered partner. PFL does not entitle the employee to any leave. Under PFL, employees receive a percentage of weekly wages for up to six weeks, per 12-month period. The cost of PFL is fully paid for by the employee through payroll deductions. Each employee is responsible for filing his/her own claim and other forms promptly and accurately with the EDD. Information on PFL benefits, including how to apply, can be reviewed on the EDD’s website at www.edd.ca.gov.

Use of PFL does not extend the length of any leave to which the employee is otherwise entitled.

**Other Leaves of Absence and Benefits (California)**

**Military Spouse/Domestic Partner Leave:** Pursuant to and to the extent the Company is deemed an employer under California law, if a California employee’s current spouse/domestic partner is on deployment in the Armed Forces, National Guard or Reserves, the employee may be eligible to take up to ten days of unpaid leave while the employee’s spouse/domestic partner is on leave from deployment. To be eligible for this leave, an employee must work an average of at least 20 hours per week and must provide the Company with notice of the intent to take such leave within at least two business days of receiving official notice that the employee’s spouse/domestic partner will be on leave. An employee taking military spouse leave must also submit written documentation to Human Resources certifying that the spouse/domestic partner will be on leave from deployment during the time military spouse leave is requested.

**Civil Air Patrol Leave:** Pursuant to and to the extent the Company is deemed an employer under California law, an employee who is a volunteer member of the California Wing of the Civil Air Patrol may take up to 10 days of unpaid leave per calendar year to respond to an emergency operational mission. Leave for a single emergency operational mission may not exceed 3 days, unless an extension of time is granted by the government entity that authorized the emergency operational mission and the Company approves the extension. To be eligible for such leave, the employee must: (1) have been employed by the Company for at least 90 days immediately preceding the leave; (2) provide his/her manager with as much notice as possible of the intended dates for the leave; and (3) submit written documentation to the Company from the proper authority to verify that the employee is eligible for the requested leave.
At the end of the leave, the employee will be reinstated to the same or equivalent position; however, the employee has no greater right to reinstatement than if the employee had been continuously employed during that time period. The Company does not retaliate against employees who request or take such leave, nor will any employee on such leave lose his/her benefits while taking leave.

**Time Off for Parents’ School Activities:** Pursuant to and to the extent the Company is deemed an employer under California law, the Company will grant California employees time off to participate in school activities of their children. To be eligible, the employee must be a parent, grandparent or guardian of a child enrolled in kindergarten through grade 12 (or attending a licensed child day care facility). Those employees may take this time off without pay or may use existing vacation time. Time off may not exceed eight hours in any one month or 40 hours in any calendar year. The employee must give reasonable notice of the time off to the employee’s supervisor and obtain supervisor approval.

In addition, the Company will grant California employees time off to attend school meetings regarding their children under certain circumstances. To be eligible, the employee (i) must be a parent, grandparent, or guardian of a child enrolled in kindergarten through grade 12, and (ii) must be required to attend meetings or other events at the child's school in connection with the child's suspension from school for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying the authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. Those employees may take this time off without pay or may use accrued vacation time. The employee must give reasonable notice of the requested time off to the employee’s supervisor and obtain supervisor approval.

Employees may be required to furnish documentation from the school or licensed child day care facility as proof of participation in the school activity. This can be whatever written verification the school considers appropriate and reasonable.

**Adult Literacy Education Leave:** Pursuant to and to the extent the Company is deemed an employer under California law, employees in California who request to enter an adult literacy program shall be granted unpaid time off to attend such a program, if time off from work is necessary to attend such program and does not impose an undue hardship on the Company. Upon request, the Company will assist employees to identify adult literacy programs in which the employee, at the employee’s option and expense, may enroll. The Company provides employees working and residing outside of California with time off for adult literacy education in accordance with applicable law, if any.

**Organ and Bone Marrow Donor Leave:** Pursuant to and to the extent the Company is deemed an employer under California law, the Company will grant a paid leave of absence not exceeding 30 business days to an employee in California who is an organ donor in any one-year period, for the purpose of donating the employee’s organ to another person. The
Company may require an employee to use up to two weeks of accrued vacation and sick time before receiving organ donor leave.

Additionally, the Company will grant a paid leave of absence not exceeding five business days to an employee in California who is a bone marrow donor in any one-year period, for the purpose of donating the employee’s bone marrow to another person. The Company may require an employee to use up to five days of accrued vacation and sick time (or accrued paid time off (PTO)) before receiving bone marrow donor leave.

The one-year period referenced above is measured as 12 consecutive months from the date of the employee’s request for leave.

Leave may be taken in one or more periods. An employee must provide written verification to the Company that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow. During this leave, the Company will maintain its contributions to the employee’s health insurance under the same terms as the plan in effect at the time the request is made, if the employee is enrolled in the Company’s health care plan at the time the request is made. Upon expiration of the leave, the Company will reinstate the employee to the same or an equivalent position with equivalent pay and benefits. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee would have been laid off had the employee not gone on leave, or if the employee’s job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

Organ and bone marrow donor leave does not run concurrently with any leave taken pursuant to the FMLA or the CFRA. The Company provides employees working and residing outside of California with time off for organ and bone marrow donor leave in accordance with applicable law, if any.

**Treatment and Rehabilitation Policy:** The Company encourages employees with chemical dependencies (alcohol or drug) to seek treatment and rehabilitation, and will reasonably accommodate such efforts. To this end, California employees desiring such assistance should request a treatment or rehabilitation leave without pay. The Company is not obligated, however, to continue to employ any persons whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment or rehabilitation if that person’s job performance can reasonably be expected to remain impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment or rehabilitation, but fail to overcome their dependency successfully, will not automatically be given a second opportunity to seek treatment or rehabilitation. This policy on treatment and rehabilitation is not intended to avoid or change disciplinary action against employees who violate the regulations described above. Rather, rehabilitation is an option for employees who acknowledge a chemical
dependency and voluntarily seek treatment to end it before any such violations have occurred.

If an employee has a disabling problem with alcohol or drugs and enrolls in an alcohol or drug rehabilitation program, the employee may also be eligible for medical leave under FMLA/CFRA based on the employee’s tenure and service hours. In such case, the employee will be subject to the same terms, conditions and benefits of a medical disability leave, including eligibility for up to 12 weeks of leave in any 12-month period.

Certification of enrollment into a drug or alcohol rehabilitation program must be submitted at or before the initiation of the leave of absence, stating the dates the employee will attend the program and that the employee cannot work while attending the program. The employee will be expected to return to work on the first working day following completion of the program. Requests to extend an initial leave period must be accompanied by supporting documentation and be received prior to the original return date.

Before returning to work following a drug or alcohol rehabilitation leave that is not also a medical disability leave, the employee must meet two requirements. First, the employee must submit certification from an authorized representative of the drug or alcohol rehabilitation program in which the employee enrolled that the employee participated in such a program, the dates the employee participated, and that the employee successfully completed the program in which the employee enrolled. Second, the employee must submit certification from the employee’s health care provider, no later than five days before returning to work, that the employee is medically able to return to work and what restrictions or accommodations, if any, are needed for the employee to perform the employee’s job.
COLORADO

Overtime for Non-Exempt Employees (Colorado)

Non-exempt employees receive overtime pay at 1.5 times the regular pay for work in excess of (whichever calculation provides the employee with the greater payment of wages):

- 40 Hours per week;
- 12 Hours per workday; or
- 12 Consecutive hours without regard to the starting or ending time of the workday (excluding meal breaks free from duty).

Other Leaves of Absence and Benefits (Colorado)

In addition to the leaves of absence and benefits described in the Employee Handbook and this Addenda, Healthcare professionals who work in Colorado may be eligible for the following leaves of absence and/or other leaves of absence under Colorado law. Please see Human Resources for more information. The Company will not discriminate against any eligible employee who uses any of these leaves of absence.

- Domestic Abuse Leave
- Voting Leave
- Civil Air Patrol Leave
- National Guard Leave
- Volunteer Leave of Absence

WASHINGTON, DC

Medical Leave (Washington, DC)

Healthcare professionals will accrue one hour of paid leave for every 37 hours worked in Washington, D.C. beginning at the commencement of employment and can accrue a maximum of seven (7) days of paid leave per year. Any unused leave carrying over to the following year is subject to the seven (7) day accrual cap. Healthcare professionals in Washington, cannot use their accrued paid medical leave until their 90th day of employment with the Company in Washington, D.C. Accrued but unused medical leave will not be paid out upon termination. However, if an employee separates from the Company and is rehired by the Company in Washington, D.C. within one year from the date of separation, previously accrued and unused paid sick days will be reinstated.
All Healthcare professionals working in Washington, D.C. are eligible for paid safe and sick leave for absences due to their own illness, injury, or other medical conditions; or for medical or dental treatment, or as required by applicable law, and for the following additional uses:

- Physical or mental illness, injury, or a mental condition of any family member and obtaining a professional medical diagnosis or care or preventative medical care for a family member.
- Absences relating to obtaining social, legal, or medical services for the employee or the employee’s spouse, domestic partner, child or any other family member who was the victim of stalking, domestic violence, or sexual abuse.

For purposes of this policy, an employee’s “family member” is defined as any of the following:

- Spouse;
- Parents of a spouse;
- Children (including foster children and grandchildren);
- The spouses of children;
- Parents;
- Brothers and sisters;
- The spouses of brothers and sisters;
- A child who lives with an employee and for whom the employee permanently assumes and discharges parental responsibility; and
- A person with whom the employee shares or has shared, for not less than the preceding 12 months, a mutual residence and with whom the employee maintains a committed relationship.

Other Leaves of Absence and Benefits (Washington, DC)

In addition to the leaves of absence and benefits described in the Employee Handbook and this Addenda, Healthcare professionals who work in Washington, D.C. may be eligible for the following leaves of absence and/or other leaves of absence under Washington, D.C. law. Please see Human Resources for more information. The Company will not discriminate against any eligible employee who uses any of these leaves of absence.

- School Activities Leave
- Jury/Witness Duty Leave

Sick Days (Washington, DC)

Employers with over 100 employees in the District of Columbia are required to provide paid leave to each employee who works within the District of Columbia. Employees will accrue one hour of paid leave for every 37 hours worked in Washington, D.C. beginning at the commencement of employment and can accrue a maximum of seven (7) days of paid leave per year. Employees begin accruing paid sick and safe leave from the start of employment and may use the leave after 90 days of employment.
An employee may use such leave for the following situations: (1) physical or mental illness, injury, or medical condition of the employee; (2) to obtain a medical diagnosis or preventative care for the employee; (3) situations arising under (1) and/or (2) for a child, parent, spouse, domestic partner, or other family member of the employee; or (4) to obtain social or legal services pertaining to stalking, domestic violence, or sexual abuse of the employee or employee's family member.

“Family member” as used above means: spouse or domestic partner; parents of spouse; children (including foster or grandchildren); spouses of children; parents; siblings; spouses of siblings; children living with the employee and for whom the employee permanently assumes and discharges parental responsibility; or a person who has shared with the employee for at least 12 months a mutual residence and committed relationship.

Employees must provide a written request for paid leave, indicating the reason for and the expected duration of the leave according to the following schedule:

• If the leave is foreseeable, employees must provide notice at least 10 days in advance, or as early as possible.
• If the leave is unforeseeable, employees must provide notice prior to the start of the shift for which paid leave is requested.
• If an emergency arises, the employee must notify the employer of his or her request before the start of the employee's next work shift or within 24 hours of the onset of the emergency, whichever is sooner.

Up to three days of an employee’s unused paid sick and/or safe leave shall carry over annually, but employees may not use more than five days of sick and/or safe leave per year unless permitted by the Company. The Company may request certification in support of leave from any employee taking paid leave for three (3) or more consecutive days.

**MASSACHUSETTS**

*Equal Employment Opportunity (Massachusetts)*

In accordance with Massachusetts law, the Equal Employment Opportunity policy set forth in the Employee Handbook also prohibits discrimination in employment on the basis of sexual orientation or any other consideration made unlawful by federal, state or local law.

*Policy Against Discrimination, Harassment and Retaliation (Massachusetts)*
The Company will not tolerate discrimination, harassment or retaliation, as set forth in the Handbook. An employee who wishes to report conduct that is or may be in violation of the Policy Against Harassment, Discrimination and Retaliation, should contact:

Human Resources Department  
5700 S. Quebec St. Suite 300  
Greenwood Village 80111  
800.736.8773

In addition, if you believe you have been subjected to harassment in Massachusetts, you may file a formal complaint with either or both of the government agencies listed below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (300 days).

**U.S. Equal Employment Opportunity Commission**  
John F. Kennedy Federal Building  
457 Government Center  
Boston, MA 02203  
(800) 668-4000

**Massachusetts Commission Against Discrimination (3 locations)**  
1 Ashburton Place, Suite 601  
Boston, MA 02108  
(617) 994-6000

484 Main Street, Room 320  
Worcester, MA 01608  
(508) 453-9630

436 Dwight Street, Room 220  
Springfield, MA 01103 (413) 739-2145

**Massachusetts Meal and Rest Periods (Massachusetts)**

**Meal Period:** No Healthcare professional working in Massachusetts will be required to work for more than six (6) hours without an interval of at least 30 unpaid minutes for a meal.

**One Day Rest in Seven:** For each seven (7) consecutive days worked, Healthcare professionals working in Massachusetts must have 24 consecutive hours of rest, including an unbroken period between 8 a.m. and 5 p.m.

**Working on Sunday:** Non-exempt employees will be paid at one and one-half times their standard rate for any time actually worked on a Sunday or on any of the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, and Veteran’s Day.
Medical Leave (Massachusetts)

Healthcare professionals will accrue one hour of paid leave for every 30 hours worked in Massachusetts beginning at the commencement of employment and are eligible to accrue up to a maximum of 40 hours of paid leave per year. Up to 40 hours of accrued but unused paid medical leave will be carried over to the following year. Healthcare professionals in Massachusetts may use up to 40 hours of paid leave in one calendar year. Healthcare professionals in Massachusetts cannot use accrued paid medical leave until their 90th day of employment in Massachusetts with the Company. Accrued but unused paid medical leave will not be paid out upon termination.

Pursuant to Massachusetts law, Healthcare professionals in Massachusetts may use Medical Leave to address the psychological, physical, or legal effects of domestic violence, in addition to for absences due to illness, injury, or other medical conditions; or for medical or dental treatment, or as required by applicable law.

Parental Leave (Massachusetts)

Under Massachusetts law, eligible employees are entitled to up to eight (8) weeks of unpaid leave during any 12-month period for the purpose of bonding with a newborn child or newly adopted child under the age of 18, or under the age of 23 if the child is mentally or physically disabled. An employee must provide advance written notice to the Company of his or her intent to take leave under this policy at least two (2) weeks in advance of the anticipated start of the leave. If two employees seek to take leave for the birth or adoption of the same child, such employees shall be entitled to only eight (8) weeks of parental leave in aggregate.

To be eligible for this leave, an employee must have been working full-time continuously employed by the Company for a period of at least three (3) months an average of at least 30 hours per week. Any leave taken under this policy runs concurrently with leave taken under the federal FMLA and with Paid Family Leave.

An employee requesting parental leave should provide written notice of the upcoming leave to the Company at least two (2) weeks before the employee’s anticipated leave date or, if not possible, as soon as practicable. An employee should provide similar notice of the employee’s intention to return to work.

Upon an employee’s return from parental leave, the Company will make every effort to restore the employee to his or her previous position, or a similar position, with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of the leave unless changes in operating conditions have affected employment during the employee’s parental leave. However, if other employees of similar length of service and/or status to the employee on leave have been laid off due to economic conditions, cost of an
assignment, or other changes in operating conditions affecting employment during the employee’s parental leave, the Company shall not be required to restore employees on parental leave to the same or a similar position.

Other Leaves of Absence and Benefits (Massachusetts)

Domestic Violence Leave: Massachusetts Law provides an employee who has been the victim of or the family member of a victim of abusive behavior (such as domestic violence, stalking, sexual assault, or kidnapping) with up to 15 days of unpaid leave from work in any 12-month period, provided that the associate is not the perpetrator of the abusive behavior against such employee’s family member. An eligible employee may request leave under this Law to seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee.

A family member includes legally married spouses; persons in a substantive dating or engagement relationship who reside together; persons having a child in common, regardless of whether they have ever married or resided together; a parent, step-parent, child, step-child, grandparent or grandchild; and persons in a guardianship relationship.

Prior to taking the leave provided for in this section, as far in advance as is reasonable and practical under the circumstances, an employee must provide the Company with notice of the need for leave, except in cases of imminent danger to the health or safety of the employee. In cases of such imminent danger, the Company must receive notification within 3 workdays that the leave was taken or is being taken for reasons covered by this policy. Please note, when taking Massachusetts Domestic Violence Leave, the Company requires that employees apply any available sick, vacation, or PTO leave.

An employee who takes leave under this policy must provide to the Company, within a reasonable period not to exceed 30 days after the last day of such leave, documentation of the reason for the leave in the form of a court-issued protective order; an official document from a court, provider, or public agency; a police report or statement of a victim or witness provided to the police; official documentation attesting to the perpetrator’s guilt; medical documentation of treatment for the abusive behavior; a sworn statement from a professional who has assisted the employee or the employee’s family member; or a sworn statement from the employee attesting to being, or being the family member of, a victim of abusive behavior.

The Company shall maintain the confidentiality of information related to an employee’s leave covered by this policy, except to the extent that disclosure is requested or consented to in writing by the employee; ordered by a court to be released; otherwise required by applicable law; required in the course of an investigation authorized by law enforcement; or necessary to protect the safety of the employee or the employee’s coworkers.
**Small Necessities Leave:** In addition to leave available under the Family and Medical Leave Act ("FMLA"), eligible employees are entitled to a total of 24 hours of unpaid leave during any 12 month period to (1) participate in school activities directly related to the educational advancement of their child, (2) accompany their child to routine medical or dental appointments, and (3) accompany an elderly relative to a routine medical or dental appointment, or to appointments for other professional services related to the elder’s care. Leave may be taken intermittently or on a reduced leave schedule.

If the necessity for leave is foreseeable, the employee must provide at least 7 days’ notice. Otherwise, the employee must provide notice as soon as is practicable.

**Written Information Security Policy:** The Company has instituted a Comprehensive Written Information Security Policy ("WISP") for Massachusetts employees, about which you have or will receive detailed information separately. The purpose of the WISP is to create effective administrative, technical and physical safeguards of Personal Information owned or licensed by the Company and to comply with obligations under Massachusetts General Laws Chapter 93H and 93I, 201 C.M.R. 17.00 ("Standards for the Protection of Personal Information of Residents of the Commonwealth"), and other federal, state and local laws and regulations. The WISP ensures the security of Personal Information collected by and in the possession of the Company to protect against anticipated threats to the security of such Personal Information, and to protect against unauthorized access to or use of such Personal Information in a manner that creates a substantial risk of identity theft or fraud. All employees are expected to familiarize themselves and at all times comply with the WISP.

**Sick Days (Massachusetts)**

Pursuant to Massachusetts’ Earned Sick Leave Law, full-time employees whose primary place of work is in Massachusetts are able to use seven paid sick days a year, to use every year on the first day of the year. Part-time employees accrue sick time at a rate of one (1) hour per every thirty (30) hours worked. Sick time may be used for the following reasons:

- to care for a physical or mental illness, injury, or medical condition affecting the employee or the employee’s child, spouse, parent, or parent of a spouse;
- to attend routine medical appointments or those of a child, spouse, parent, or parent of a spouse;
- to address the effects of domestic violence on themselves or their dependent child;
- or to travel to and from an appointment, pharmacy, or other location related to the purpose for which paid sick leave was taken.

Employees must make a good-faith effort to notify their supervisor in advance of the need for sick leave. When use of paid sick leave is foreseeable, employees are expected to provide at least five (5) days advance notice. When use of paid sick leave is not foreseeable, employees
must provide notice prior to the start of each workday. If notice prior to the start of each work
day is not reasonable due to an accident or sudden illness, employees are expected to provide
notice as soon as practicable. The Company prohibits discrimination and/or retaliation against
employees who request or use sick leave for reasons covered under the Massachusetts’
Earned Sick Leave Law, who make a complaint about suspected violations of the law,
communicate with any person about any violation of this act, participate in any administrative
or judicial action regarding the alleged violation of this act or inform any person of his or her
potential rights under the Law.

NEW JERSEY

Equal Employment Opportunity (New Jersey)

In accordance with New Jersey law, the Equal Employment Opportunity policy set forth in the
Employee Handbook also prohibits discrimination in employment on the basis of creed, sex
(including pregnancy, childbirth, or related medical conditions), gender identity or expression,
national origin, nationality, ancestry, citizenship, genetic identity, medical condition, marital
status, sexual orientation, civil union status, domestic partnership status, military status,
veteran status, socioeconomic status or other characteristic protected from discrimination
under applicable federal, state, or local law.

Security and Financial Empowerment Act (New Jersey)

The NJ SAFE Act provides an employee who has been the victim of a domestic violence incident
or a sexually violent offense with up to 20 days of leave. An eligible employee may request
leave under this Act each time an incident or offense occurs and within one year of the
incident or offense. Leave under state or federal family and medical leave laws also will be
counted concurrently with leave under this Act. The Act also permits an eligible employee to
take leave when his or her child, parent, spouse, domestic partner or civil union partner has
been the victim of such an incident or offense.

The NJ SAFE Act allows 20 days of leave for the purpose of engaging in any of the following
activities as they relate to an incident of domestic violence or a sexually violent offense:

• Seeking medical attention for, or recovering from, physical or psychological injuries
caused by domestic or sexual violence to the employee or the employee's family
or household member;

• Obtaining services from a victim services organization for the employee or the
employee's family or household member;
• Obtaining psychological or other counseling for the employee or the employee's family or household member;
• Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security;
• Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
• Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the individual, or the family or household member of the individual, was a victim.

Prior to taking the leave provided for in this section, an employee must provide the Company with notice of the need for leave, if the necessity for the leave is foreseeable.

The notice shall be provided to the employer as far in advance as is reasonable and practical under the circumstances.

Time off under The NJ SAFE Act may be taken intermittently or on a reduced schedule. Please contact Human Resources if you have questions regarding your state leave entitlement, as The NJ SAFE Act may contain requirements or conditions not referenced above that could impact your eligibility.

Sick Days (New Jersey)

Under the New Jersey Paid Sick Leave Act, employees are entitled to accrue one (1) hour of paid time off for every thirty (30) hours worked up to a maximum of fifty-six (56) hours per year. Paid sick time begins to accrue upon the beginning of the employee’s employment. Employees can carryover any unused sick time. The Company has the right to utilize its PTO, personal days, vacation days, and sick-day policies to satisfy the requirements of the Act, to the extent employees can use time off as required under the Act. Employees can use sick time after the 120th day of their first date of employment for the following reasons:
• Diagnosis, care or treatment of, or recovery from, an employee’s mental or physical illness, injury or other adverse health condition, or for preventative medical care for the employee
• Aid for a family member of the employee during the care, or treatment of, or recovery from, the family member’s mental or physical illness, injury or other adverse health condition, or for preventative medical care for the family member
• Circumstances related to an employee’s or their family member’s status as a victim of domestic or sexual violence (including the need to obtain related medical treatment, seek counseling, relocate or participate in related legal services)
• Closure of an employee's workplace or of a school/childcare of an employee's child because of a public official's order relating to a public health emergency
• Attend mandatory school-related conference regarding care for the employee’s child in connection with the employee’s child’s health conditions or disability

“Family member” means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

Employees should notify their supervisor of the need to use paid sick time at least 7 days in advance, if the need to use paid sick time is foreseeable. When the need to use paid sick time is not foreseeable, employees must notify their supervisor as soon as practicable.

For absences of 3 days or more, employees may be required to submit reasonable documentation showing that the time used for a permissible purpose. Such documentation will be treated as confidential where required by applicable law.

Employees will not be retaliated against for the use of sick days or engaging in protected activities related to paid sick time under this policy or law. However, employees may be subject to discipline for the misuse of PST for purposes other than those permitted by this policy or by law.

New Jersey Family Leave Insurance (NJFLI)

Under New Jersey law, the NJ Family Leave Insurance program provides eligible employees paid insurance benefits for family leave for the following uses:
  • To bond with a newborn child or newly placed adopted child; or
  • To care for a family member with a serious health condition.

The NJ Family Leave Insurance program does not protect anyone’s job. The program provides partial wage replacement when an employee cannot work because of the need to care for a family member, or to bond with

a newborn or newly adopted child. Some employees may have their job protected under other laws, such as the Federal Family and Medical Leave Act (FMLA) or the New Jersey Family Leave Act (NJFLA).

If you claim benefits to bond with a child, you must give the Company 30 days’ notice before the leave starts. Failure to provide the Company with 30 days’ notice may result in a reduction of your maximum NJFLI benefits entitlement. For intermittent leave, if you claim benefits to
care for a family member with a serious health condition, you must give the Company 15 days’ notice, unless the timing of the leave is unforeseeable.

Claims may be filed for intermittent weeks to bond with a child, or for 42 intermittent days to care for a family member during a 12-month period. All intermittent leave must be mutually agreed to with the Company. The employee will be eligible for intermittent leave to care for a family member with a serious health condition provided:

• It is medically necessary to take leave in such a manner;
• The total period within which the intermittent family leave is to be taken is not exceeded during a 12- month period; and
• The employee makes a reasonable effort to schedule the leave so as to not unduly disrupt the Company’s operations.

The weekly NJFLI benefit rate is two-thirds (2/3) of your average weekly wage, up to the maximum available benefit. When caring for a family member, the intermittent daily benefit rate is one-seventh (1/7) of the weekly benefit rate.

To be eligible for this leave, employees must have: (1) worked 20 calendar weeks in New Jersey with gross earnings of $168 or more per week; or (2) have earned at least 1000 times the State minimum wage in New Jersey during the one-year period prior to taking leave.

New Jersey Family Leave Act (NJFLA)

Separate from NJFLI, which provides wage benefits to employees on leave, but does not provide any job protected leave, New Jersey requires that employers provide unpaid job-protected leave to certain employees through NJFLA. Under this policy, any employee who has at least 12 months of employment with the Company before the leave will begin and who has worked at least 1,000 hours in New Jersey during the 12-month period preceding the leave request will be granted a family leave of absence without pay for a period of up to 12 weeks (60 work days) to care for the employee’s newly born, recently adopted or placed foster child, or care for a family member with a serious health condition. The amount of time taken is based on a 24-month period going forward, and will renew exactly 24 months after the first day out. The leave must commence within one (1) year of the date of birth, adoption or placement of a child.

Any paid group health, life and disability insurance benefits will continue for the duration of the leave. Where the employee normally contributes toward the benefit premium via payroll deductions and will not be receiving a paycheck while on leave, such employees will be responsible for remitting timely premium payments to the Company.

For purposes of this policy only, the following definitions apply:

• “Family member” means spouse, civil union partner, domestic partner, parent or child. “Parent” means biological parent, foster, adoptive, step, or legal guardian.
• “Child” means biological, adopted, foster, step, legal ward, child of a domestic partner or civil union partner who is under age 19 or over age 19 but incapable of self-care because of mental or physical impairment.

• “Care” means but is not limited to physical care, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters and personal attendant services.

• “Serious health condition” means illness, injury, impairment or physical or mental condition which requires: (i) inpatient care in a hospital, hospice, or residential medical care facility; or (ii) continuing medical treatment or continuing supervision by a health care provider.

Employees should coordinate their return to work with the Company. It is the employee’s responsibility to ensure that the Company has been updated with the employee’s return to work date. If an employee fails to return to work at the expiration of leave or leave extension, the employee may be terminated.

NEW YORK

Non-Discrimination Policy (New York)

Equal Employment Opportunity: The Company strictly adheres to a policy of equal employment opportunity in hiring, recruiting, training and development, compensation, promotions and all other aspects of the employment relationship by prohibiting discrimination of any kind against any employees or applicants on the basis of race, color, religion, religious affiliation, national origin, alienage or citizenship status, age, sex, creed, disability, sexual orientation, gender or gender identity, marital or partnership status, pregnancy, arrest or conviction record, caregiver status, military or veteran status, status as a victim of domestic violence, sexual violence or stalking, unemployment status, credit history or any other protected classification under applicable law (collectively “Protected Characteristics”).

Anti-Harassment Policy: The Company is committed to maintaining a working environment free from discriminatory harassment based on any of the Protected Characteristics. It is a violation of law, and expressly against Company policy, for any employee, or other person over whom the Company has control, to engage in any conduct that denigrates or shows hostility or aversion towards an individual because of his or her Protected Characteristics, and that (i) has the purpose or effect of creating a hostile working environment, (ii) has the
The purpose or effect of unreasonably interfering with an individual’s work performance or (iii) otherwise adversely affects an individual’s employment opportunities or working relationship with the Company.

The Company’s e-mail and voicemail systems must not be used for any form of harassment or any communications which could be considered offensive or derogatory because of one’s Protected Characteristic. No person is permitted to use the Company’s e-mail or telecommunications systems to deliver a message that is harassing or offensive on the basis of any of the Protected Characteristics.

This policy applies to all harassment occurring in the work environment whether on Company premises or in investor or other work-related settings, and applies regardless of the gender of the individuals involved. This policy covers all employees of the Company, as well as applicants for employment and third parties over whom the Company has control2.

**Sexual Harassment Specifically:** The Company prohibits all forms of sexual harassment, including, but not limited to, unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when it may reasonably be perceived that:

- submission to such conduct either is explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct is used as a basis for employment decisions including, but not limited to, discharge or performance evaluation; or
- such conduct has the purpose or effect of materially and adversely interfering with an individual’s ability to perform a job by creating an intimidating, hostile, humiliating or sexually offensive working environment.

Sexual harassment can violate federal law (Title VII of the Civil Rights Act of 1964), state law (the New York State Human Rights Law), and applicable local laws (including the New York City Human Rights Law). Examples of improper conduct may include, but are not limited to, the following: unwelcome sexual advances, sexual remarks or jokes, inappropriate touching, gesturing or physical interference which impedes or blocks another’s movement, or demeaning posters, cartoons, photographs, graffiti or drawings. In general, conduct of a sexual nature that materially and adversely interferes with an individual’s work performance constitutes sexual harassment.

**Reporting and Investigation:** The Company strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender’s identity or position, so that an effective, impartial and thorough investigation can be conducted promptly and discreetly, and effective remedial action can be taken when appropriate, including in some circumstances with respect to supervisory and managerial employees who knowingly allow

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2 For example, it covers unlawful discriminatory harassment by non-employees (e.g., consultants, contractors and vendors) to the extent that the Company has control over such individuals and their conduct affects the work environment or unreasonably interferes with the performance of work as described below.
harassment to continue. Complaints will be accepted in writing or orally. One option for reporting discrimination, harassment or retaliation is to complete the Complaint Form for Reporting Sexual Harassment and provide it to your immediate supervisor, the Executive Director, or the chair of the board of directors. You are not required to use this form to file a complaint.

If at any time any employee believes that he or she is being discriminated against, harassed or sexually harassed in any way, or believes that he or she has witnessed any form of discriminatory conduct in the workplace, the Company strongly encourages the employee to report the incident(s) to his or her supervisor. In the event that this is not possible for any reason, or the employee is uncomfortable reporting the conduct to his or her supervisor, the Company strongly encourages the employee to report the incident(s) to the Executive Director, or the chair of the board of directors. An appropriate person will be designated to conduct a prompt investigation of the allegations. The steps to be taken during the investigation cannot be fixed in advance, but will vary depending upon the nature of the allegations. Because discrimination, harassment and sexual harassment issues can be sensitive, reasonable efforts will be taken to protect the privacy of all parties involved. However, confidentiality cannot be assured because it may be necessary to discuss allegations with the accused individual and/or others in order for the Company to conduct a thorough investigation. As with any other investigation conducted by the Company, employees involved in an investigation must:

- cooperate fully;
- be completely honest and forthcoming; and
- agree to limit the flow of information only to those who need to know as determined by the Company.

If, as a result of the investigation, it is determined that unlawful discrimination, harassment and/or sexual harassment has occurred, the Company will take such prompt remedial action as it deems reasonably necessary under the circumstances to both stop the inappropriate conduct and prevent it from recurring in the future. Depending on the circumstances, remedies for victims of sexual harassment under federal, state, and local law may include a requirement that your employer take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney’s fees and civil fines.

Employees who believe that they have been subjected to sexual harassment may also raise their concerns with federal, state or local agencies, including the United States Equal Employment Opportunity Commission (EEOC), the New York State Division of Human Rights, or the New York City Commission on Human Rights.

**Non-Retaliation:** It is unlawful and expressly against Company policy for any person to retaliate against any other person for making a complaint of discrimination, harassment and/or sexual harassment, or for cooperating in an investigation of any allegations of discrimination, harassment and/or sexual harassment. Accordingly, individuals who report incidents of discrimination, harassment and/or sexual harassment in good faith, or who
cooperate in an investigation regarding any such allegations, will not be subject to any form of retaliation.

**Temporary Schedule Changes (New York)**

All employees who have worked for the Company for 120 days or longer, 80 hours of which were performed in New York City, will be eligible to receive two temporary changes to work schedules in a calendar year, on top of their New York Earned Sick and Safe Time allotment, in order to:

- provide care to a minor child or to a family or household member with a disability who requires medical care or assistance with the needs of daily living;
- attend proceedings to secure subsistence benefits for the employee or a family member; or
- attend to any of the reasons allowed under the Safe and Sick Time Policy, which complies with the New York Earn Safe and Sick Time Act.

Temporary schedule changes that may be authorized include allowing the employee to use paid time off, work remotely, swap shifts with another employee, shift work hours, or use short-term unpaid leave. The Company reserves the right to provide a different temporary schedule change than the one requested by the employee depending on the operational requirements, staffing needs, and business objectives of the employee’s department. If a schedule change is not practicable, the Company will allow the employee to take unpaid leave.

In order to request a temporary schedule change, an employee must notify the Company as soon as he or she becomes aware of the need for the change, and propose a temporary change. The request must be put in writing (email is sufficient) as soon as practicable, and no later than two days after the temporary change occurs. Within 14 days, the Company will respond in writing approving the temporary change, providing an alternate schedule change or unpaid leave, or denying the request. The Company will only deny requests from employees who are not eligible to receive temporary schedule changes, or who have exhausted their two temporary changes allowed per year. In its written response, the Company will also indicate to the employee the number of temporary changes the employee has remaining in the calendar year.

The Company will not retaliate against any employee who requests leave under this policy.

**Meal Periods (New York)**

Healthcare professionals in New York are provided with an unpaid, fully off-duty meal period of at least 30 minutes between 11:00 a.m. and 2:00 p.m. for shifts of six hours or more that extend over that period and an unpaid, fully off-duty meal period of at least 45 minutes midway between the beginning and end of a shift for all shifts of six hours or more starting between 1:00 p.m. and 6:00 a.m. Healthcare professionals in New York are also provided with
an unpaid, fully off-duty meal period of at least 20 minutes between 5:00 p.m. and 7:00 p.m. for workdays that extend from before 11:00 a.m. to after 7:00 p.m.

Healthcare professionals are relieved of all duties during a meal break, and are free to spend the time as they choose.

**Sick Days (New York)**

The sick day policy in this handbook complies with New York City’s Earned Sick Time Act. Covered employees can use sick days for the following reasons, provided these sick days may not be used until the 90th day following commencement of employment:

- Physical or mental illness, injury, or a mental condition of the employee, employee’s spouse, domestic partner, child, or any other family member;
- Obtaining a professional medical diagnosis or care or preventative medical care for the employee, the employee’s spouse, domestic partner, child, or any other family member;
- Elective surgery, including organ donations, for the employee, employee’s spouse, domestic partner, child, or any other family member;
- Absences relating to obtaining social, legal, or medical services for the employee or the employee’s spouse, domestic partner, child, or any other family member who was the victim of a family offense matter, stalking, domestic violence, human trafficking, or sexual abuse.
- Absences due to the employee’s place of business being closed by order of a public health official due to a public health emergency or absences due to the team member’s child needing care because his/her school or place of care is closed due to a public health emergency.

Covered family members include the employee’s: child (biological, adopted, or foster child; legal ward; child of an employee standing in loco parentis); grandchild; spouse; domestic partner; parent; grandparent; child or parent of an employee’s spouse or domestic partner; sibling (including a half, adopted, or step sibling).

Employees shall not be permitted to cash out these paid sick days per year at any time, nor can the paid sick days per year be carried over to the next calendar year. In accordance with Company policy, employees shall forfeit their accrued but unused paid sick days per year upon termination of employment.

The Company prohibits discrimination and/or retaliation against employees who request or use sick leave for reasons covered under the New York City Earned Sick Time Act, who make a complaint about suspected violations of the law, communicate with any person about any violation of this act, participate in any administrative or judicial action regarding the alleged violation of this act or inform any person of his or her potential rights under the Act.

**Paid Family Leave (New York)**
Under New York law, eligible employees may take family leave for the following uses:
- To bond with a newborn child or newly placed adopted or foster child;
- To care for a family member with a serious health condition; or
- Take leave when a military spouse, child, or parent is on covered active duty or called to active duty status.

Eligible employees are able to take up to eight (8) weeks of consecutive leave under this policy during any 12-month period. Child bonding leave taken under this policy must be used within 12 months of the birth or adoption. Any leave taken under this policy runs concurrently with leave taken under the Federal FMLA.

A covered employee may be eligible to take the following benefits:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Amount of Paid Family leave Per Any 52-Week Calendar Period</th>
<th>Weekly Benefit Amount</th>
<th>Weekly Benefit Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2019</td>
<td>10 Weeks</td>
<td>55% of employee’s average weekly wage</td>
<td>55% of NY state average weekly wage</td>
</tr>
<tr>
<td>January 1, 2020</td>
<td>10 Weeks</td>
<td>60% of employee’s average weekly wage</td>
<td>60% of NY state average weekly wage</td>
</tr>
<tr>
<td>January 1, 2021</td>
<td>12 Weeks</td>
<td>67% of employee’s average weekly wage</td>
<td>67% of NY state average weekly wage</td>
</tr>
</tbody>
</table>

An employee seeking to use leave under this policy must provide notice in advance as soon as possible and no less than 30 days before foreseeable qualifying events, such as the birth or adoption of a child.

To be eligible for this leave, employees must have: (1) worked at least 26 weeks of 20 hours or more in the one-year period in New York prior to going on leave; or (2) have worked at least 175 days or more in New York in the one-year period prior to going on leave. Any leave taken under this policy runs concurrently with leave taken under the federal FMLA.

New York’s Paid Family Leave is funded by employees through payroll contributions. Healthcare professionals in New York can opt out of Paid Family Leave if they do not expect to work for the Company in New York for the minimum amount of time required for eligibility. If you would like to opt out of the New York’s Paid Family Leave, please contact your recruiter and ask for a New York Paid Leave Waiver, which is also available at https://paidfamilyleave.ny.gov/. If a change in your schedule results in you working enough
time to meet the eligibility requirements, your waiver will be automatically revoked. Healthcare professionals in New York may voluntarily revoke their waivers at any time. If your waiver is revoked, the Company may begin taking payroll deductions and may retroactively collect deductions from the date you signed the waiver.

**Other Leaves of Absence and Benefits (New York)**

**Family Military Leave:** Under New York law, a Company employee who works twenty (20) or more hours per week is eligible for an unpaid leave of absence for up to ten (10) days when the employee’s spouse serves in any branch of the United States Armed Forces, National Guard, or Armed Forces Reserves and is deployed to a combat theatre or combat zone of operations during a period of military conflict. Such leave shall only be used when the employee’s spouse is on leave from service in the armed forces while on such deployment.

Eligible employees must provide the Company with reasonable advance notice of the intent to seek leave under this provision.

**Emergency Responder Leave:** In the Company’s New York location, the Company offers leave to covered employees engaged in performing their duties as volunteer firefighters or volunteer ambulance personnel during a declared state of emergency, unless the leave would cause an undue hardship on the conduct of our business.

In order to qualify for such leave, the Company must have previously received written documentation from the head of the employee’s volunteer fire department or volunteer ambulance service, as applicable, notifying the employer of the employee’s status as a volunteer firefighter or member of a volunteer ambulance service; and the employee’s duties as a volunteer firefighter or member of a volunteer ambulance service must be related to the declared emergency.

Any authorized leave under this policy shall either be unpaid excused leave, but an employee may opt to run current with such leave any accrued paid time off. Military Spouse Leave. In the Company’s New York location, the Company provides up to ten days of unpaid leave to employees whose spouse is a member of the U.S. Armed Forces, National Guard or Reserves and who has been deployed to a combat theater or combat zone operations during a period of military conflict. Employees are only eligible to take military spouse leave when their spouse is on leave from military service.

For purposes of this policy, a period of military conflict means a period of war declared by the U.S. Congress or a period during which a member of the Reserves is ordered to active duty under federal authority.

To be eligible for military spouse leave, an employee must work an average of 20 hours or more per week. Notice of leave must be provided to management as far in advance as
possible. The Company reserves the right to ask for documents supporting any leave taken under this policy.

**Crime Victim Leave:** The Company supports employees who are crime victims or subpoenaed as witnesses in criminal proceedings and, as such, in the Company’s New York location, will not terminate, dismiss or suspend an employee who fails to report for work because he or she is attending a criminal proceeding as a witness or otherwise exercising his or her rights related to that crime. For purposes of this policy, victims include: the aggrieved party; the aggrieved party's next of kin, if the aggrieved party died because of the crime; the victim's representative (for example, an attorney, guardian or parent of a minor); good Samaritans as defined by New York law; and any person applying for or seeking to enforce an order of protection under the criminal procedure law or the family court act.

Please notify the Company as soon as practicable should you be scheduled appear as a witness, to consult with the district attorney, or to exercise other rights, prior to the day of attendance. The Company may request verification to support the absence.

You are expected to return to work if you are excused from the criminal proceedings during regular working hours or released from the criminal proceeding earlier than expected.

This policy does not extend leave to employees seeking leave because they have committed or are alleged to have committed a criminal act. Retaliation for an employee’s taking leave permitted under this policy is strictly prohibited.

**Blood Donation Leave:** The Company will provide an employee who seeks to donate blood with up to three hours of leave in each 12-month period for that purpose. Only employees who work an average of 20 hours or more per week are eligible for blood donation leave. The period of leave may not exceed three hours unless otherwise approved in advance by the employee’s immediate supervisor. If the blood drive occurs at the Company’s offices or is otherwise sponsored by the Company, leave under this provision will be paid to eligible employees. An employee must provide at least three days’ notice of the need for leave and may be required to verify the need for leave.

**WASHINGTON**

**Medical Leave (Washington)**

Washington State will accrue one hour of paid leave for every 40 hours worked beginning at the start of employment with up to 40 hours of unused leave carrying over to the following
year. Accrued but unused medical leave will not be paid out upon termination. However, if an employee separates from the Company and is rehired by the Company in Washington State within one year from the date of separation, previously accrued and unused paid sick days will be reinstated.

Healthcare professionals working in Washington who have completed 90 calendar days of employment with the Company are eligible to use medical leave for absences due to illness, injury, or other medical conditions; or for medical or dental treatment, or as required by applicable law, and for the following uses:

- To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
- When the employee’s place of business has been closed by order of a public official for any health-related reason, or when an employee’s child’s school or place of care has been closed for such a reason;
- For absences that qualify under Washington’s Domestic Violence Act.

For purposes of this policy, an employee’s “family member” is defined as any of the following:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild; or
- A sibling.

**Washington Paid Sick Leave (Non-exempt employees only)**

The Company will provide eligible non-exempt Healthcare professionals in Washington with paid sick leave. To the extent applicable that a local ordinance provides a more generous benefit, then the Company shall comply with the law that provides the most generous benefit.

Healthcare professionals in Washington State who are non-exempt may use paid sick leave to care for themselves or their family members; when the Healthcare professional’s workplace or their child’s school or place of care has been closed by a public official for any health-related reason; or for absences that qualify for leave under the state’s Domestic Violence Leave Act.

“Family member” for purposes of this policy is defined as a child, parent, parent of a spouse or registered domestic partner, spouse, registered domestic partner, grandparent, grandchild,
and sibling. The term “child” includes a biological, adopted, or foster child, a stepchild, a child of a person standing in loco parentis, as a legal guardian, or as a de facto parent, regardless of age or dependency status.

Healthcare professionals accrue one (1) hour of paid sick leave at the Healthcare professional’s regular rate of pay for every 40 hours worked in Washington State. This paid leave can only be used on or after 90 days of continuous employment in Washington State. Healthcare professionals may carry over 40 hours to the next calendar year. Upon separation of employment from the Company, Healthcare professionals are not compensated for accrued, unused paid sick leave.

**Washington Care Leave**

Healthcare professionals employed in Washington may use any or all of their earned sick leave or other paid time off to care for (1) the employee’s child with a health condition that requires treatment or supervision; or (2) a spouse or domestic partner, parent (biological or adoptive), parent-in-law, or grandparent with a serious health condition or emergency condition.

For purposes of this policy, a “child” is defined as a biological, adopted or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is either (1) under 18, or (2) 18 or over and incapable of self-care because of a mental or physical disability.

**Military Family Leave (Washington)**

Under Washington law, eligible employees who are spouses or domestic partners of a member of the United States Armed Forces, National Guard, or Armed Forces Reserves who is called to active duty or who is on leave from deployment during a period of military conflict (“eligible family member”) may take up to 15 days of unpaid leave per deployment, or before and up to deployment during a period of military conflict.

To be eligible for this leave, an employee must work an average of 20 or more hours per week and must provide the Company with notice within five (5) business days of receiving official notice that their spouses or domestic partners will be on leave or will be called or ordered to duty.

**Maternity Disability Leave (Washington)**

An employee who is sick or temporarily disabled by pregnancy, childbirth or related medical conditions is entitled to take a maternity disability leave for the time she is disabled. The Company may require that a request for leave due to pregnancy be supported by a certification issued by the employee’s health care provider. An employee returning from maternity disability leave will return to her original position or an equivalent position, if possible. If that is not possible, the employee will return to another appropriate vacant position. If the employee’s position was eliminated during the leave and she would have been
affected if she had not been on leave, the employee may be separated from the Company. Maternity disability leave runs concurrently with any Federal FMLA entitlement.

Other Leaves of Absence and Benefits (Washington)

In addition to the leaves of absence and benefits described in the Employee Handbook and this Addenda, Healthcare professionals who work in Washington State may be eligible for the following leaves of absence and/or other leaves of absence under Washington state law. Please see Human Resources for more information. The Company will not discriminate against any eligible employee who uses any of these leaves of absence.

- Medical leave – Seattle
- Medical leave – Spokane
- Medical leave – Tacoma

Washington Meal and Rest Periods (Washington)

**Meal Period:** Healthcare professionals in Washington State will receive at least 30 minutes for a meal period, beginning between two (2) to five (5) hours after starting work. Healthcare professionals working three (3) or more hours of overtime will receive at least one 30-minute meal period before or during the overtime period.

**Rest Period:** Healthcare professionals in Washington State will receive a paid rest period of at least ten (10) minutes for every four (4) worked, scheduled as close as possible to the middle of the work period. The Company will not require Healthcare professionals to work more than three (3) hours without a rest period.
ACKNOWLEDGEMENT
Acknowledgement of Receipt of Healthcare professional Employee Handbook

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

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

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

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

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

______________________________
Name

______________________________
Date