

# EMPLOYEE HANDBOOK

Health Care Associates (HCAs)

## EMPLOYEE HANDBOOK “RECEIPT AND ACKNOWLEDGMENT”

### Instructions to Health Care Associate (HCA) Employee

1. Please read this “Employee Handbook Receipt and Acknowledgement” page.
2. Complete the Acknowledged and Agreed section below, including your signature.
3. Remove this page and return it to your Branch Manager.

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I have received a copy of the Employee Handbook for ATC Healthcare Services, Inc., and I understand that I am responsible for reading, becoming familiar with and abiding by its contents.

I understand that any of the provisions of this Employee Handbook may be changed, modified or deleted by ATC Healthcare Services, Inc. at any time.

I understand that neither this handbook nor any other written or oral communications by a management representative, in any way, creates a contract of employment. I understand and agree that my employment relationship with the Company is “at-will,” and may be ended either by the Company or me at any time for any reason.

I understand that no person other than the President or Chief Executive Officer of ATC Healthcare Service, Inc. is authorized to make any agreements that differ from the provisions of this Employee Handbook and if such agreement is made, it must be in writing by the President or Chief Executive Officer.

### Acknowledged and Agreed

Employee Name (please print): \_\_\_\_\_

Branch or Department: \_\_\_\_\_

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

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

**Please remove this page and return it to your Branch Manager.**



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# HANDBOOK

## Health Care Associates (HCA's)



Revised August 2018

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# Welcome

## To ATC Healthcare Services, Inc.

We are pleased that you have joined ATC Healthcare Services, Inc. This handbook has been designed to assist you in what we hope will be an exciting career with one of the premier national healthcare staffing companies. Contained within this handbook includes information regarding the benefits currently offered to employees and summaries of some of the personnel policies and standards necessary for ATC to maintain its commitment of quality service to the healthcare industry.

Please read your handbook carefully and keep it for future reference. If you have any questions, please do not hesitate to discuss them with your Branch Manager or the Human Resource Department.

We believe that our continued success depends upon the quality and performance of our team of people. Our commitment to quality service begins with you!

Welcome Aboard!

Sincerely,

*Helaine Fox, MSN, RN*  
*Director of Human Resources*



## **Introduction**

This Handbook is designed to acquaint you with ATC Healthcare Services, Inc. (referred to herein as the Company) and to provide you with general information about conditions of employment, guidelines on some of the policies and procedures affecting Company employees and information regarding current benefits offerings. It is not intended to provide strict interpretations of our policies, rather, it offers an overview of the employment relationship. It describes many of your responsibilities as an employee. You should read, understand and comply with all the provisions of this Handbook. Feel free to ask questions about any of the information within this handbook.

## **Mission Statement**

ATC Healthcare Services, Inc. is a diversified service organization comprised of a cohesive team of innovative people dedicated to providing the highest quality situational staffing services with the greatest value.

Our goals are to improve current services and develop new services tailored to the needs of the clients, Healthcare Associates (HCA's) and markets we serve in order to maximize our contribution to the achievement of each individual's or organization's objectives.

## **Operating Principles**

- ◆ Conduct and manage our business ethically
- ◆ Commit to continuous improvement
- ◆ Foster an environment conducive to maintaining open communication
- ◆ Recruit, develop, reward and support achievement oriented people who demonstrate high levels of performance
- ◆ Encourage initiative, creativity, responsibility and a sense of urgency in each staff member
- ◆ Provide an acceptable rate of return

## **Non-Discrimination: Equal Opportunity Employment**

ATC Healthcare Services, Inc. is an Equal Opportunity Employer and does not unlawfully discriminate against any applicant or employee because of race, color, religion, national origin, sex, age, disability, marital status, veteran status or any other characteristic protected by federal, state or local laws. If you believe that you have been discriminated against, please notify your Branch Manager or the Director of Human Resources immediately. You may report an incident without fear of reprisal or retaliation. Reports will be investigated and corrective action will be taken where appropriate. Whenever possible, the Company makes reasonable accommodations for qualified individuals with disabilities to the extent required by law. Employees who would like to request a reasonable accommodation should contact the Director or Human Resources.

## **No Contract**

This Handbook cannot anticipate every possible situation that may occur or answer every question about Company policy. It is a summary of the policies and procedures in effect at time of publication and serves as general guidelines. This Handbook is not a contract nor is it intended to create contractual obligations of any kind either upon you or ATC Healthcare Services, Inc.

If you have any questions, please contact your Branch Manager. As the Company reviews its policies and procedures, it may from time to time revise, change, add, modify, or cancel policies, procedures and benefits described in this Handbook. The determination to do so and the changes that may be made from time to time, are within the sole and absolute discretion of ATC Healthcare Services, Inc.'s management, and may be done with or without prior notice.

## **Employment At-Will**

The employment relationship between employees and ATC Healthcare Services, Inc., its parent Company, franchisees, licensees, subsidiaries, and affiliate companies is "at-will". This means that ATC or the employee may end the employment relationship at any time with or without reason. The at-will employment status of each employee cannot be altered by any verbal statement. It can only be changed by a legally binding, written contract covering employment status and signed by CEO of the Company.

## **Job Assignments**

ATC will market and seek to secure per-diem or contract work assignments and assign qualified Healthcare Associates to fill such assignments. ATC cannot guarantee any specific number of hours or shifts and you are not required to commit to a mandatory number of hours or shifts. However, if you agree to accept an assignment, you will be held responsible for reporting for duty as committed.

## **No Self-Scheduling Permitted**

ATC assigns the Healthcare Associate for each work shift at all ATC client facilities. The Healthcare Associate should not self-schedule any work shift assignments directly with any ATC client facility, since this is the sole responsibility of the ATC branch office.

## **Client Relationship**

In the event a Healthcare Associate does not exhibit acceptable job performance or conduct in a job assignment, a determination may be made not to utilize the Healthcare Associate in future assignments. Disclosure of the reason for any such decision is at the sole discretion of the client and without the express permission of the client, no statement of reason will be available from ATC or the client. If a Healthcare Associate has concerns regarding a client facility, he/she should bring them to ATC's attention and allow the Company to investigate the matter.

## **Compliance**

You are required to maintain your license, credentials and Joint Commission in-service requirements current in order that ATC may refer you. All Healthcare Associates are required to abide by the respective policies and procedures of the clients to which they are assigned.

## **Hiring Process**

Each employee is required to successfully complete the Hiring Process. This includes, but is not limited to:

- ⇒ Completion in full of an employment application and all required online employment forms
- ⇒ Successful physical examination, drug screening and criminal background check (where required)
- ⇒ Verification of professional and personal references
- ⇒ Skills test (as mandated by the Joint Commission ® and/or required by client or legislative authority)
- ⇒ Joint Commission® mandatory in-service education classes (for patient care providers)
- ⇒ Hepatitis B status (documentation of declination statement or vaccination series)
- ⇒ Verification of current and valid license and/or certification
- ⇒ Verification of current and valid CPR certification (for patient care providers)
- ⇒ Acknowledgement of all company General Safety Rules

If an employee does not provide a necessary consent or release in order for information to be obtained by ATC or as required for placement with a client(s), or if it is discovered that information provided is false, or if there are material omissions of information, then ATC reserves its right in its sole discretion to rescind the offer of initial employment or terminate the services of a Healthcare Associate if employment has already begun.

## **Personal Information Changes**

It is the responsibility of all employees to update their online Vibe account immediately or notify the Branch Manager of any changes in personal information or status. Examples include, but are not limited to: name, address, marital status, telephone number, number of dependents, emergency contact, educational accomplishments, license or certification suspension or revocation, or any other changes in status or personal information.

## **Employment Applications**

ATC relies upon the accuracy of all information that you provide in the employment application as well as the accuracy of all other information that you present throughout the Hiring Process and the employment relationship. This includes, but is not limited to prior employment, reasons for leaving previous employment positions, education, verification of licenses, convictions- (See Note Below), certifications, permits, professional and personal references, etc. All information is subject to verification. Note: In certain jurisdictions (state, city, local, etc.), conviction

information may only be requested after the first interview, or after a conditional job offer is extended. These are referred to as “Ban the Box” legislation.

Your employment application and all other forms must be completed fully and signed. Any misrepresentations, falsifications or material omissions in any manner, whether on employment forms or verbally, may result in the offer of employment being rescinded and your being excluded from further consideration for employment. If the falsification, misrepresentation or omission is discovered after you have been hired, you are subject to termination from employment.

### **Immigration Law Compliance**

ATC Healthcare Services, Inc., in conformance with the federal Immigration Reform and Control Act of 1986 as amended, is committed to employing only United States citizens and legal aliens who are authorized to work in the United States. The Company does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Act each new employee (including former employees who are re-hired) must, as a condition of employment, complete the Employment Eligibility Verification Form I-9, at the time of hire, and present documentation within 3 days of employment establishing identity and employment eligibility. The documentation required is either one from List A or one from List B and List C.

### **Employment Reference Checks**

Providing satisfactory employment references is required as part of the Hiring Process. To ensure that individuals who join ATC Healthcare Services, Inc. are appropriately qualified and have a strong potential to be productive and successful, it is Company policy to verify the employment references of all applicants for employment.

This may be done by telephone, mail, email, fax, or any other appropriate means. If the Company does not receive satisfactory references, and/or if references are not received in a timely manner, the Hiring Process is considered incomplete and the employment offer may be rescinded or employment ended by the Company.

### **Criminal Background Investigation and Drug Testing**

As a condition of employment and prior to being assigned to any of ATC’s client facilities, you are required to: a) sign a statement authorizing ATC to investigate and examine any criminal records that may be on file; and, b) sign a “Drug Screen Authorization and Consent” form, which includes requiring a drug screen test whenever an on-site-job accident or injury is reported.

Conviction of a crime is not necessarily a bar to employment. In the event the branch requires a criminal background check and/or drug test, any positive result may be grounds for rescinding the offer of employment, or termination if the results are received after the employee has been employed.

In the event a client facility requires Healthcare Associates to undergo a criminal background investigation and/or drug testing as a condition for assignment, ATC will comply with the client

facility's requirements and assign only those Healthcare Associates who meet these requirements. You will be informed of the client's requirement. If you choose to decline to undergo the criminal background check and/or drug screening, you will not be placed in that client facility, and you may not be eligible for placement at any of ATC's other client facilities.

Results of the background investigation or drug test will be kept confidential. Results will only be shared with the client facility if requested and only after you have authorized its release. If drug test results are positive, you may be subject to disciplinary action up to and including termination. If a criminal background check reveals a prior conviction(s), an administrative determination will be made as to your continued employment.

ATC Healthcare Services, Inc. reserves its rights to modify this policy at any time to require more extensive testing and background checking.

### **Non-Harassment**

ATC Healthcare Services, Inc. is committed to a policy where our employees are free of unlawful harassment. Actions, words, jokes, or comments based upon an individual's race, color, religion, national origin, sex, age, disability, or other characteristic protected by federal, state or local laws is in violation of Company policy. If you feel you have been subjected to harassment, you should promptly report the matter to your Branch Manager or ATC's Director of Human Resources who will undertake an investigation of the allegation. You may raise your concerns or make a report without fear of reprisal.

### **Sexual Harassment Policy**

While all forms of harassment are prohibited, ATC Healthcare Services, Inc. specifically prohibits sexual harassment in the workplace. It is a form of sex discrimination.

The courts and the EEOC define sexual harassment as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- ◆ Submission is made explicitly or implicitly a term or condition of employment
- ◆ Submission or rejection is used as the basis for employment decisions
- ◆ The conduct has the purpose or effect of substantially interfering with an individual's work or creates a hostile, intimidating, or offensive work environment

Anyone who feels they have been subjected to sexual harassment or who becomes aware of possible sexual harassment should report the matter at once to their immediate supervisor. Alternatively, the employee may report the matter directly to the Director of Human Resources.

ATC encourages employees to report any complaints in writing. Every report of actual or perceived harassment will be investigated and corrective action will be taken where appropriate. No one will be retaliated against for making a report under this policy. All such reports will be treated confidentially on a need to know basis. Violations of the sexual harassment policy by any ATC employee will not be permitted and may result in disciplinary action up to and including discharge.

## **Job Performance**

Satisfactory feedback received from client facilities is essential to achieving a satisfactory job performance evaluation and for continued work assignments. Each Healthcare Associate's job performance is evaluated during and/or upon completion of each assignment.

The Branch Manager, along with information provided by the client facility liaison, will conduct the job performance evaluation. The following items are some of the criteria used to evaluate job performance:

- patient care treatment (if you are a patient care provider)
- attendance and punctuality
- personal appearance
- timely updating of credentials
- following ATC Company and client facility policies and guidelines
- communication with supervisors and client personnel
- reliability
- teamwork
- honesty

## **Pay Practices and Timekeeping**

Paychecks are generally distributed each Monday. If you are on direct deposit, the deposit will be made into your account on the Monday pay date. Paychecks are based upon the number of hours you have worked during the previous pay period.

While on active assignment and meeting eligibility requirements, you are covered under federal and state wage and hour laws including overtime provisions.

You are required to accurately record all working hours on an official ATC timesheet/document. You must sign your own timesheet/document and the assigned representative of the facility to which you are assigned must approve it. If the facility where you are working has an electronic timekeeping system, then you must use their system according to their policies and procedures. Timesheets/documents must be submitted on a weekly basis. You may not sign for another employee nor may you allow another employee to sign for your time worked.

If you believe your work pay hours have not been recorded correctly, or if you believe you have not received required meal and/or break periods, you should report such issues to your ATC branch office immediately.

Individual and group timesheets/documents are official business records and must honestly reflect hours worked. If you intentionally submit inaccurate, forged or falsified time records, you will be required to reimburse ATC if you received pay based upon the falsified timesheet/documents. In addition, you will be subject to disciplinary action up to and including termination and possible legal action.

## **Pay Deductions and Corrections**

The law requires ATC to make certain deductions from every employee's paycheck. Among these are applicable federal, state and local taxes. ATC must also deduct social security taxes on each employee's earnings up to the federally specified limit called the "social security wage base." ATC contributes a matching amount of social security taxes paid by each employee. When eligible, you may make voluntary contributions to ATC's group insurance programs, and/or 401K Tax Deferred Savings Plan through payroll deductions. ATC may be ordered to make deductions from your pay when required by legal notice. Some examples of these include: wage garnishments, wage assignments, child care payments, etc. In the event ATC receives legal notification to make such deductions, you will be ineligible for the Daily Pay Program.

In the unlikely event that you find an error in the amount of your pay or deductions taken, either too much or too little, you should promptly report the discrepancy to the attention of your Branch Manager. Your Branch Manager will review and verify the matter so that corrections may be made as quickly as possible. If there is an overpayment, you are obligated to immediately report and repay all overpaid monies.

## **Daily Pay Program**

The Daily Pay Program is in place to allow employees to be paid for a shift immediately after working. Employees must submit their signed time cards in a timely fashion to the branch office so that they can be paid. These payments are funded to a "cash card" that can be used to deduct funds from it at an ATM machine or can be used as a credit card. It is not to be used as a substitute for weekly payroll, and the "cash card" will not be issued if an employee has a mandatory deduction such as wage garnishment, child support, lien, etc.

## **Overtime**

Healthcare Associates will be paid premium overtime compensation for overtime hours worked in accordance with federal and/or state jurisdictional laws.

If an ATC client facility requests that you perform additional hours or an additional shift, or any form of overtime that was not pre-scheduled by your ATC branch office, you must notify your ATC representative prior to performing such additional work time. Overtime worked which was not pre-authorized may be subject to disciplinary procedures.

## **Family and Medical Leave**

Under the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees can apply for family or medical leave of absence of up to 12 weeks without pay. If your branch office is a covered employer under the FMLA, leave may be provided if your leave request is relating directly to childbirth, adoption, childcare, or to care for a spouse, child, parent or for your own “serious health condition.”

Medical documentation and a request form for FMLA leave are required 30 days in advance, where possible, in conformance with the requirements of the policy. In addition, you may also be eligible for short-term disability, if it is provided as a requirement in your state. Please see your Branch Manager for further details, eligibility and forms. Questions should be addressed to Director of Human Resources.

### **Leave Entitlements:**

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child’s birth or placement);
- To care for the employee’s spouse, child, or parent who has a qualifying serious health condition;
- For the employee’s own qualifying serious health condition that makes the employee unable to perform the employee’s job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee’s spouse, child, or parent.

An eligible employee who is a covered servicemember’s spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness. An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule. Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer’s normal paid leave policies.

### **Benefits & Protections:**

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave. Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions. An employer may not interfere with an individual’s FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

### **Eligibility Requirements**

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave.

The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

### **Requesting Leave**

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility. Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

### **Paid Sick Leave/Paid Family Leave/Statutory Short Term Disability**

Paid Sick Leave laws have been enacted in a "limited" number of jurisdictions (i.e., state, county, local, municipality, etc.). In such jurisdictions, the provisions in each enacted law varies in terms of: covered employers, employee eligibility requirements, sick leave accrual, paid sick leave benefit amounts, reason for sick leave, (i.e., employee's own health care needs, a family member's health care needs, etc.), job protection, notice obligations, etc.

Employees may request additional information regarding paid sick leave/paid family leave or statutory short term disability eligibility by contacting their branch office or the Corporate Human Resources Department.

## **Personal Business**

While you are on duty during work hours at a client facility as a Healthcare Associate, you may not conduct or perform tasks related to personal business. You may pursue your personal business and interests only during official meal or break time when you are considered off duty.

## **Use of Client Property**

While on assignment, the use of client telephones for making outgoing calls or for receiving non-emergency personal calls is not allowed. The use of client postage for personal mail and unauthorized use and/or appropriation of client property in any form including supplies and equipment is strictly prohibited.

## **Inactivation**

“Inactive” status means that a Healthcare Associate will no longer be listed as “active” for possible job assignments. This may occur as a result of a number of factors including, but not limited to:

- The HCA not working for a period of six months
- HCA’s request to be placed on “inactive” status
- HCA (patient care provider) who fails to provide updated license or credentials
- HCA who conducts him/herself in an unprofessional manner and/or a manner that conflicts with ATC’s policies
- HCA who is involved in an activity that would negatively impact upon his/her ability to perform his/her job assignment or upon the good name of ATC and its ability to conduct business in that locale
- Suspension from duty
- Termination of services

If an employee is terminated or suspended from one branch of ATC, the employee may not apply for employment at another ATC branch.

## **Reporting Back to Your Branch Office for New Assignment After Your Assignment Ends**

At the completion of your work assignment, you should contact your branch office immediately for your next work assignment. If you are not immediately available to work, you should state your availability dates. Failure to make such contact for your next assignment will be considered a voluntary resignation.

## **Drug-Free Workplace/Drug and Alcohol Use**

Under the provisions of the federal Drug Free Workplace Act, it is the policy of ATC Healthcare Services, Inc. to maintain a workplace that is free of illegal drugs and other intoxicating substances.

As a condition of initial and continued employment, ATC staff members at all times, while on assignment and/or while conducting ATC related business activity in any location, are prohibited

from manufacturing, possessing, distributing, dispensing, selling, or using alcohol, illegal drugs and legal drugs, which are not prescribed for the employee, or any other intoxicating or controlled substance.

Except as otherwise permitted by law, the legal use of drugs prescribed for the employee is permitted while on assignment as long as it does not impair the employee's ability to perform essential job functions, render appropriate patient care in an effective and safe manner, or endanger the employee or others.

An employee need not be using the intoxicating substance while on duty to be in violation of this policy. Returning to duty after a meal or break period, or reporting at the beginning of the shift under the influence or intoxicated is prohibited. If an employee is suspected of being under the influence of an intoxicant of any kind, the employee may be asked to submit to a test to rule out the use of an intoxicant.

Should an employee be convicted of a crime, including any activity involving drugs or alcohol, the employee is required to inform ATC Healthcare Services, Inc. within (5) five days.

Violations of this policy may lead to disciplinary action up to and including termination of employment, loss of professional license or certification and possible legal consequences. ATC Healthcare Services, Inc., its parent company, franchises and affiliated companies reserves its discretionary right to take administrative action deemed necessary with employees who violate this, or any policy.

Certain branches and client facilities may require Healthcare Associates to undergo drug screening as a condition of being assigned to them. Any Healthcare Associate who chooses not to undergo such a screening or who does not successfully pass such a screening may not be considered for assignment at those client facilities as well as any of ATC's other client companies.

ATC Healthcare Services, Inc. reserves its rights to modify this policy at any time to require more extensive testing.

### **RESPONSIBILITY TO REPORT WORK-RELATED MEDICAL INJURIES**

You are expected to obey all safety rules and precautions, and to exercise caution in all work activities while on assignment. If you encounter an unsafe condition, you must bring it to the attention of your supervisor at your assigned facility immediately.

In conformance with ATC's Workers' Compensation policy, should you sustain a workplace injury, you must immediately notify your assignment supervisor and Branch Manager. If you are treated for a job-related injury or obtain medication and are presented with a medical bill, you should forward the medical bill to your Branch Manager. In the event you are unable to do so, you will designate another individual to notify ATC on your behalf. You must immediately complete a "First Report of Injury" form which you may obtain from the local ATC office manager or designee. Even if no medical care is rendered at the time of injury, you will file a "First report of Injury". Please note that during the course of treatment and/or absence for a work-related injury or illness, you may be required to undergo drug and alcohol testing and that the results of such testing may impact upon your claim. Failure to comply with the above may delay the processing of your claim.

## **No-Solicitation**

Employees are prohibited from soliciting or distributing written materials to ATC employees, franchise employees or others on client premises, franchise premises or ATC premises during working time. Non-employees may not solicit on ATC premises.

## **Employee Code of Conduct and Work Rules**

By accepting a job assignment, Healthcare Associates agree to conduct themselves in a professional manner at all times and agree to abide by ATC's rules of conduct and work rules, examples of which are described below. This partial list is provided as a guide. Failure to abide by these guidelines may subject employees to disciplinary action, up to and including termination.

## **Personal Conduct**

- ◆ You must treat patients in a dignified and professional manner.
- ◆ You may not engage in any activity or behavior that is, or appears to be, abuse of a patient.
- ◆ You may not exhibit inappropriate or unacceptable conduct.
- ◆ You may not discriminate against, or refuse to work with patients for any reason including race, color, religion, national origin, sex, age, disability, handicap or medical condition including HIV positive or AIDS, or any other characteristic protected by federal, state or local laws.
- ◆ You may not engage in manufacturing, possessing, distributing, dispensing, selling, or using alcohol, illegal drugs, legal drugs which are not prescribed for the employee, or any other intoxicating or controlled substance.
- ◆ You may not report for duty, or perform your work assignment if your ability to perform essential job functions and/or patient care is impaired.
- ◆ You may not engage in any financial transactions with patients.
- ◆ You may not engage in unlawful activity of any kind while on assignment.
- ◆ You may not have on your person or in your possession, a weapon of any kind while on assignment.
- ◆ You may not engage in gambling or playing games of chance while on assignment.
- ◆ You may not engage in fights, horseplay or any form of boisterous or disorderly conduct while on assignment.
- ◆ You must follow all ATC and client facility safety rules and precautions.

## **Attendance and Punctuality**

- ◆ You shall report for duty on time as assigned.
- ◆ In the event you are not available after you have accepted a job assignment, you will promptly notify your branch giving enough time so that another HCA may be assigned in your place and the shift covered. You must check with your Branch Manager for branch policy.
- ◆ You may not trade or switch an assignment with another HCA without prior approval of your Branch Manager.

- ◆ You must record your time accurately and honestly and must obtain the appropriate signature from the client facility verifying your hours.

### **Attention To Duty**

- ◆ You must perform all job tasks in a satisfactory manner.
- ◆ You must follow all the rules of the client facility.
- ◆ You must take normal precautions and observe safe and sanitary work practices at all times in all work assignments.
- ◆ You may not loiter, or attend to personal business while on assignment.
- ◆ You may not leave your work assignment or leave patients unattended without permission from your immediate supervisor.
- ◆ You must immediately notify your branch of any changes to personal information.
- ◆ You must submit medical documentation of continued ability to perform job functions if requested.

### **Honesty and Confidentiality**

- ◆ You must be truthful in all statements and representations made verbally and in writing.
- ◆ You may not solicit tips, gratuities, or gifts from client facilities, patients, patients' families or companies doing business with ATC or clients.
- ◆ You must not create the impression of impropriety or otherwise compromise the integrity of ATC or the client facility or compromise ATC's name, reputation or ability to conduct business.
- ◆ You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client lists, employee lists, etc.
- ◆ You shall not appropriate, remove, or permit the appropriation or removal of client, patient or Company property of any kind for any unauthorized reason regardless of who the intended recipient is. This includes, but is not limited to, medications, narcotics, supplies, equipment, etc.

### **SOCIAL MEDIA POLICY**

At ATC Healthcare Services Inc., we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all HCA's and MAS employees who work for ATC Healthcare Services, Inc. It should also serve as a guideline for Franchise owners and their administrative staff.

#### **Guidelines**

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of

any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether associated or affiliated with ATC Healthcare Services Inc., as well as any other form of electronic communication.

The same principles and guidelines found in ATC Healthcare Services, Inc. policies and their basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects customers, suppliers, people who work on behalf of ATC Healthcare Services, Inc. or ATC Healthcare Services, Inc.'s legitimate business interests may result in disciplinary action up to and including termination.

### **Know and Follow the Rules**

Carefully read these guidelines, ATC Computer Systems Policy and the ATC Non-Discrimination & Non-Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **Be Professional**

Always be professional in dealing with fellow employees, customers, suppliers or people who work on behalf of ATC. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open-Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, co-workers or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion or any other status protected by law or company policy.

Make sure you do not post information or news that is deliberately false; and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be maliciously false about ATC, fellow employees, customers, suppliers, people working on behalf of ATC or competitors.

### **Post Only Professional Content**

- Maintain the confidentiality of ATC trade secrets and private or confidential business information. Trade secrets may include information regarding the development of systems, processes, products, know-how, technology and non-public directories and contact lists. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Do not create a link from your blog, website or other social networking site to a ATC website without identifying yourself as an ATC employee.

- Express only your personal opinions. Never represent yourself as a spokesperson for ATC. If ATC is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of ATC, customers, suppliers or other entities or individuals who do business with ATC. If you do publish a blog or post online related to the work you do or subjects associated with ATC, make it clear that you are not speaking on behalf of ATC. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of ATC.”

### **Using Social Media at Work**

Refrain from using social media during working time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with ATC’s Computer Systems Policy. Do not use ATC email addresses to register on social networks, blogs or other online tools utilized for personal use.

### **Retaliation is Prohibited**

ATC prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### **Media Contacts**

Employees should not speak to the media on ATC’s behalf without authorization of the CEO of ATC. All media inquiries shall be directed to the CEO.

### **For More Information**

If you have questions or need further guidance, please contact the Director of Human Resources.

## **Employee Benefits**

ATC Healthcare Services, Inc. offers its employees a variety of exclusive benefits and protections under the law that employees of other temporary staffing companies may not provide.

The benefits listed are offered as of the date of this publication. This summary is a representation in general terms of the benefits offered. It is not to be construed as a contract of current or continued offerings or entitlements. Benefits offered are subject to change, modification, substitution or cancellation at any time without prior notice at the sole discretion of ATC Healthcare Services, Inc. For further information, please contact your ATC branch office.

### **Nationwide Limited Medical Plan**

#### **Medical Plan**

Eligible Health Care Associate (HCA) employees may enroll in the Nationwide Life Insurance Company employee benefits program. The Nationwide program includes the option of two (2)

medical supplemental benefit level plans, namely, a “Premier Plus” plan and a “Standard Plus” plan. The Nationwide Benefits Brochure summarizes both medical plan levels. A prescription drug plan and term life insurance are included in each medical plan level.

HCA's who work a minimum of 260 hours over a three-month period (13 consecutive weeks), or 90 days, are eligible to select either the “Premier Plus” plan or the “Standard Plus” plan.

Eligible employees may also include coverage for eligible dependents. The employee's share of the medical plan premium cost is deducted from the weekly paycheck on an after-tax basis.

### **Dental / Vision Plan**

Only employees enrolling in the medical plan have the option to purchase Dental/Vision Insurance so long as they continue to be enrolled in one of the Nationwide medical plans. For further information regarding this optional coverage, please reference the Nationwide Benefits Brochure.

Eligible employees may also include coverage for eligible dependents. The employee's share of the dental/vision plan premium cost is deducted from the weekly paycheck on an after-tax basis.

**Note:** The waiting period of three months (13 weeks), or 90 days, will be waived for Contract Nurses and Contract Allied Professional HCA's who sign a 13 week employment contract.

### **Enhanced Health Insurance Plan**

Contract Nurses and Contract Allied Professional HCA's who sign a 13 week employment contract will be eligible to enroll, beginning the first of the month after the contract starts in the Enhanced Health Insurance Plan, as follows:

#### **Medical Plan -**

Cigna Platform Medical Plan with options from \$3000 in network deductible, \$5000 deductible, \$6350 deductible. (For information regarding this medical plan, please reference the Cigna Plan Benefits Brochure)

Eligible employees may also include coverage for eligible dependents. The employee's share of the medical plan premium cost is deducted from the weekly paycheck on a pre-tax basis.

#### **Dental Plan - (Unum United Concordia)**

United Concordia Dental Plan which currently includes covered expenses at different levels to a maximum of \$2,000 per participant per calendar year. (For information regarding this dental plan, please reference the Unum United Concordia Dental Benefits Brochure)

Eligible employees may also include coverage for eligible dependents. The employee's share of the dental plan premium cost is deducted from the weekly paycheck on a pre-tax basis.

**Note:** Eligible employees have the option of enrolling in the medical plan only, or the dental plan only, or both the medical plan and dental plan.

### **Affordable Care Act - (ACA)**

All US citizens, and people working in the country legally, will be required to have health insurance that meets minimum guidelines. Those not obtaining health insurance that meets these minimum guidelines, will be required to pay a penalty. Visit [www.Healthcare.gov](http://www.Healthcare.gov) for more details. The Company offers a Cigna level funded Medical Plan option, with three different deductible choices. Selecting this option avoids the “Individual Mandate Penalty” imposed by the government. To be eligible for the Cigna option, employees must complete 1560 hours of service within their first 12 months of employment. If the hours requirement is not satisfied, employees may establish future eligibility by working 1560 hours in a succeeding 12-month period. At that time, employees may also enroll in American Worker Fixed Indemnity Plans, which includes a limited medical plan, as well as, a dental/vision plan option. Please contact Human Resources Department if you have any questions.

### **Flexible Spending Accounts (FSAs)**

The Health Care Reimbursement Account (HCRA) and the Dependent Care Reimbursement Account (DCRA) allow employees to use pre-tax dollars to pay for eligible out-of-pocket non-reimbursable health care and/or dependent care expenses throughout the year.

**Eligibility: All regular full-time and regular part-time employees, who average 30 hours or more per week for three (3) consecutive months (390 hours) are eligible for the flexible spending account benefits. The benefits are effective the first of the month following three consecutive months of employment. After satisfying the average workweek requirement, the HCA must continue to average 30 hours or more per week for every subsequent three (3) month period (390 hours), in order to maintain continued eligibility. Should the HCA fail to satisfy this requirement, the flexible spending account will cease. In this event, employees will not be permitted to participate again until January 1 of the following year, providing the eligibility requirements are re-established.**

### **Tuition Reimbursement Program**

The Tuition Reimbursement Program will provide financial assistance to employees for courses taken at accredited educational institutions that are part of a formal education curriculum leading to a degree in business, management, or other major field of study directly related to the business of the Company. Financial assistance will also be provided to employees for courses, including adult education courses, which will improve their ability to perform the functions and responsibilities of their current position or a future position within the Company that the employee can reasonably expect to achieve. The cost of tuition, registration fees, and related course fees, i.e., laboratory fees, for an approved course or degree program course, will be reimbursed up to a maximum of two courses per term. Reimbursement will not exceed \$1,000 per term and \$2,000 per calendar year. For each course completed, employees will be reimbursed at 100% for a Grade C and higher, or a passing grade. Letter grades of D or F are not reimbursable. No reimbursement will be allowed for books, supplies, equipment, parking fees, or any other incidental costs or fees.

All courses must be reviewed and recommended by the employee's department management and approved by the Human Resources Department prior to the registration and commencement of such courses. The Company reserves the right to make the final determination as to the approval of courses and educational institutions based on several factors including, but not limited to, accreditation, course content, associated costs, etc.

**Eligibility: All regular full-time and regular part-time HCA employees, who average 30 hours or more per week, are eligible to participate in the program. HCA employees must have completed six (6) consecutive months of employment as a regular full-time or regular part-time employee and averaged 30 hours or more during this six-month period. Employees may not request course approval and register for a course under this program until the eligibility requirements are satisfied.** To receive tuition reimbursement, employees must be actively employed when a course is completed. In addition, at the time of course completion, HCA employees must maintain their regular full-time or regular part-time status and continue to average a minimum of 30 hours per week for a three-month period prior to a course's completion.

### **401 (K) Savings Program**

Employees may elect to defer from 1% to 100% of their gross salary through convenient payroll deductions. The total employee contributions cannot exceed the maximum limits, as established by federal law. The money contributed is not subject to federal income taxes and, in most cases, state income taxes.

An attractive feature of the plan is the Company's matching contributions to a portion of the employee's savings contributions. The Company will match \$0.10 for each \$1.00 saved up to 6% of salary deferred. The Company matching contributions are subject to a vesting schedule based on years of service with the Company.

A variety of investment fund options are available to plan participants. The investment options range from conservative investment funds to higher risk investment funds and are through the Principal Financial Group.

**Eligibility: Employees must complete one year of service from their effective date of employment, and work at least 1000 hours, within that first service year. Thereafter, employees may enroll upon working 1000 hours within any forthcoming 12 consecutive month working period. Employees must be 21 years of age.**

**Note:** The aforementioned provides a brief outline of the employee benefit programs offered to eligible employees. For additional information, the applicable "Summary Plan Descriptions," provided by the company's different carriers, or the "Summaries of Employee Benefit Plans" provided by ATC, should be referenced. Should a discrepancy occur between this brief outline, the "Summary Plan Descriptions" or the "Summaries of Employee Benefit Plans" and the Master Policies/Plan Documents, the Master Policies/Plan Documents will govern.

## **Additional Employee Benefits**

### **Workers' Compensation**

In the event you sustain a work-related injury while on duty, you will be covered under ATC's Workers' Compensation insurance while actively on assignment. You must report the injury to your supervisor and your ATC branch office immediately.

### **Short Term Disability**

In states where short-term disability coverage is statutorily required, such as, California, Hawaii, New Jersey, New York, Puerto Rico and Rhode Island, eligible employees only (not dependents) are covered for short-term disability benefits, as required by the applicable jurisdiction. Short-term disability insurance is meant to make-up for wage losses as a result of non-work related illnesses or injuries.

### **Professional Liability Insurance**

While on duty, you will be covered under ATC's group professional liability insurance Policy.

### **Hepatitis "B" Vaccination**

Hepatitis "B" vaccination is offered to HCAs who have the potential for exposure while on active assignment.