trustaff

Clinical Incident Report Form

Please use this form to report any unexpected patient incidents related to patient care or treatment, even those resulting in no adverse patient outcome. This includes errors, safety hazards, injuries, HIPAA violations or sentinel events. The Clinical Incident Report is to be completed in *addition* to any reporting or investigation required by facility/hospital. Please send completed forms to clinical@trustaff.com

Employee documenting the incident:			
Name:		Title/position:	
Address:		Phone:	
		Email:	

Facility where incident occurred:			
Facility name:		Department unit:	
Facility address:		Date & time of incident:	
Was a facility incident report completed:			☐Yes ☐ No

Incident detail:			
☐ Patient	☐ Employee/staff member	☐ Other (family, vendor)	
Name of affected party:			
Witness(es) to incident:		Witness(es) title:	

Incident summary: Briefly describe the nature and outcome of the incident *(attach separate form if needed)*

Employee acknowledgment:	
Acknowledgement- I acknowledge the facts and circumstances reported above are true and accurate to the best of my knowledge.	☐ Yes
Date:	

FIELD EMPLOYEE MANAGEMENT GUIDELINES

Policy Statement

Progressive discipline policy for how to manage travelers' eligibility for placement with unsuccessful assignments or to address any other issues that could make the traveler ineligible for placement.

It is the company's goal to be fair and consistent, supporting our travelers and our client facilities, minimizing risk to the company, while ensuring both clinical and professional competency.

- **Basic Premise**
  - Offer coaching, counseling and remediation when possible, to improve assignment outcomes.
  - Recognize that there are two-sides to every situation, and we cannot control the working environments of our travelers.
  - Watch for a pattern of behavior/unsuccessful assignments and make employment eligibility decisions accordingly.

- **Quality Assurance Committee**
  - Group designated to review employment eligibility for all travelers being considered for Termination/Do Not Use (DNU) status, due to nature of individual offense, or pattern of unsuccessful assignments.
  - Make recommendations for company policy or guidelines changes based on trends or data collected.

- **Rehire Consideration**
  - To be considered, a compelling reason must exist, and an internal policy must have changed (a traveler would NOT be terminated for the same offense today). All rehire decisions to be made by Quality Assurance Committee. (*Written statement, successful history since termination will be required for all considerations).*

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Unsuccessful Assignments

	Category	Action	Process
	First Offense or 1 of 3 most recent assignments	**Coaching**	Clinical Liaison evaluates for seriousness of offense; places in Suspended status if needed. Once coaching conversation or remediation (if required) completed, Clinical Liaison returns to Active status and clears for placement.
	2 of 3 most recent assignments	**Warning / Probation notice**	Clinical Liaison evaluates for seriousness of offense; places in Suspended status if needed. Warning/notification that next assignment will be Probation; if unable to successfully complete Probation assignment for any reason, Quality Assurance Committee to consider termination/Do Not Use (DNU).
	3 of 4 most recent assignments	**Termination discussion**	Clinical Liaison to take to Quality Assurance committee for termination discussion.
	*Serious offenses **may warrant immediate termination or suspension periods** as well as remediation/training modules.		
	*Consider pre-start cancels in addition to unsuccessful assignments, time between cancel and estimated start date, communication or lack of; consider whether notice given or not (generally 2 weeks, or designated notice required by vendor/facility).		

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Definitions

Term	Definition
Active Status	Eligible for placement without restrictions
Suspended Status	Ineligible for placement for a designated time period related to specific policy or guideline; or, due to severity of previous actions, or for the time period while investigation placement eligibility is still being considered.
Probation Status	Assignment status representing an unsuccessful pattern of assignments; where 2 of the last 3 assignments ended early (cancel or term). Failure to successfully complete probation assignment is grounds for termination and will be considered by Quality Assurance Committee. Successful completion of probation assignment returns traveler back to active status. Additional unsuccessful assignments, where 2 of the last 3 assignments are unsuccessful may result in additional probation assignment or in Termination. All recommendations for termination will be presented to the Quality Assurance Committee for consideration.
Do Not Use (DNU)/Termination	Ineligible for future placement.

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Travel Employee Handbook

Welcome to the trustaff team! This Employee Handbook will serve as your point of reference for any standards, policies, and procedures that trustaff associates are expected to follow. We ask that you read through the handbook and familiarize yourself with the materials. With the publication and distribution of this handbook, we strive to ensure that each new employee receives and understands all necessary information in regards to company policies and procedures, OSHA requirements, The Joint Commission standards, HIPAA regulations, and any other relative guidelines.

We require that you review all materials within 48 hours of beginning your first trustaff assignment, then sign and return copies of the Job Description and the Handbook and Policy Acknowledgement located at the end of this handbook. For your convenience, we have included a checklist of all items required for your continued employment with trustaff. Any delay in receiving all required documents may cause a delay in your assignment until you have completed and returned them. Repeated delays or missing documentation may result in employee discipline, up to and including termination and/or ineligibility for future assignments. trustaff will maintain all documents you submit throughout your employment, and will keep all of your records available to you at all times.

Company Contact Information

Office Hours:	Monday through Friday 9am to 6pm ET
Address:	4675 Cornell Road, Suite 100
	Cincinnati, OH 45241
Phone:	877-880-0346 (office)
	513-659-1267 (On call)
Fax:	888-897-9197

General Policies, Protocols, & Procedures

1.00 Employment at will: Your employment with trustaff is “at-will” meaning you can be terminated at any time and for any reason or for no reason at all, and you can leave at any time and for any reason. This handbook does not constitute a contract for employment.

2.00 Equal Opportunity Employer: trustaff is an equal opportunity employer. trustaff will not discriminate on the basis of race, religion, national origin, sex, age, disability, marital status, genetic information, status as a disabled veteran, or for any other legally protected classification. Information provided on any application or personnel form will not be used for any discriminatory purpose.

3.00 Wage Policies: Whenever possible, trustaff will be consistent with the pay periods and policies of the facility where you are placed. Paydays fall on Friday of each week, assuming that your timecard is received no later than Monday by 12:00 pm Eastern Standard Time. If your timecard is incomplete or late, your paycheck may be delayed until the next pay period, but trustaff will always comply with all applicable laws regarding pay periods.

4.00 Employment Relationship: At all times, trustaff employees are under the supervision of client-approved representatives. trustaff will comply with, and has sole responsibility for, compliance with all applicable federal and state laws and regulations concerning wages, benefits, liability/insurance, and fair employment practices, and any and all other circumstances of the employer/employee relationship.

5.00 Permanent Placement Offers: If at any time you are offered permanent employment with an assigned trustaff client and you wish to accept, there is no fee to yourself, or the client, as long as you have completed at least two (2) consecutive thirteen-week assignments at that facility. Please notify your Recruiter immediately when such an offer is made.

6.00 Resignations/Cancellations: Employees are expected to fulfill the full length of their assignments. If you need to terminate from a position in advance of the end date, please notify your Recruiter immediately so that a replacement can be found in a timely manner. You may be required to pay back any monies paid on your behalf, such as pay advances, housing, etc.

7.00 FMLA: trustaff follows all provisions of the Family Medical Leave Act and all state and local law equivalents. Employees who have worked at trustaff for 12 months and worked at least 1,250 hours over the previous 12 months are eligible to take FMLA leave where trustaff has 50 or more employees within a 75 mile radius. Eligibility is calculated on a rolling 12-month period. Eligible employees may be entitled to up to 12 weeks of unpaid job-protected leave in a 12-month period under the FMLA for the following qualifying reasons:

- To care for the employee's child after birth or placement for adoption or foster care (leave to be completed within one year of the child's birth or placement);
- To care for the employee's spouse, child or parent who has a serious health condition (defined below);
- To care for the employee's own serious health condition; or
- For a qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty in a foreign country (or has been notified of an impending call or order to active duty) in the Armed Forces.

An eligible employee may also apply for a leave of absence to care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces if such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating. This leave may extend to up to 26 weeks in a single 12-month period for up to five (5) years after he or she leaves military service.

The 12 weeks of FMLA leave may be taken all at once, or if medically necessary, FMLA leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours the employee works per workweek or workday). Upon your return from FMLA leave, you will be returned to your same or equivalent position. If you need to take FMLA leave, or if you have any FMLA questions, please contact the HR Department.

7.01 ADA: trustaff complies with all the requirements of the Americans with Disabilities Act and any state or local law regarding qualified individuals with disabilities. If you are a qualified individual with a disability as defined by federal or state law, and need a reasonable accommodation in order to perform your essential job functions, please contact HR. trustaff will engage with you in the interactive process to determine what reasonable accommodations, if any, can be made so that you can perform your essential job functions.

8.00 Harassment: trustaff will not tolerate any harassment of its employees. The term "harassment" includes but is not limited to; slurs, jokes, and verbal or physical misconduct relating to an individual's race, color, sex, religion, national origin, citizenship, age, or disability.

8.01 Sexual Harassment: All employees are allowed the right to work in an environment free from sexual harassment. trustaff will not permit the sexual harassment of any employee, client or candidate by another employee, supervisor, candidate, client, or vendor.

8.02 Sexual Harassment Circumstances: Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The victim as well as the harasser may be a woman or a man. The victim does not have to be of the opposite sex.
- The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a peer or co-worker, or a non-employee.
- The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury or loss of employment for the victim.
- The harasser's conduct must be unwelcome.

8.03 Harassment Reporting Protocol: If you believe that you are the victim of harassment you may make your concerns known by directly informing the harasser that the conduct is unwelcome and must stop. You should also immediately inform HR if you believe you have been harassed or if you witness harassment of any kind. Any facts surrounding the offensive conduct or communication should be put in writing when making a complaint. An investigation will be conducted and the proper action will be taken. trustaff will not tolerate retaliation of any kind against anyone reporting harassment in good faith. A determination on the allegation will be made based upon the facts on a case-by-case basis. For more information on this policy, contact HR.

9.00 Authorized Drug and Alcohol Testing: Some of our clients require drug testing as a condition of your placement in their facility. All employees will be provided notice that a screening may be required when discussing the details of accepting an assignment. Employees may be re-tested on an annual basis to maintain current screening results. A failed drug test will result in the termination of your employment.

9.01 Reasonable Suspicion Testing: In addition to our client's request, we may also require an employee to submit to a screening if trustaff has reasonable suspicion that the employee:

- Is under the influence of alcohol or a controlled substance.
- Has violated our policy that prohibits the use, possession, sale, or transfer of illegal drugs or alcohol while working on the premises of our client's facility or operating a vehicle leased to trustaff.
- Has sustained personal injury or caused another employee or client to sustain personal injury.
- Has caused a work related accident by operating machinery, equipment or vehicles; whether assisting or solely operating said equipment.

9.02 Notice of Results: Once the report has been received from the testing lab, trustaff will inform the associate by telephone of the results and if necessary, inform them of their right to request, at his or her own expense, a second confirmatory retest of the original sample. In this case, if the retest does not confirm the original result, no adverse personal action may be taken against the associate based on the initial testing.

9.03 Withdrawal of Job Offer: If an applicant/employee received a positive drug screening result and did not elect a retest, or received a second positive result, offers for placement will be withdrawn and employment will be terminated. A refusal to submit a urine sample for a drug screen will be treated the same as a positive test.

9.04 Confidentiality of Results: All information acquired in the drug and alcohol testing process is private and confidential information that will not be disclosed to any third party individual, other employer, government agency, or private organization without the expressed written consent of the associate/applicant tested, unless the use of such results are necessary to defend trustaff in any cause of action where the results of the test are relevant.

10.00 Records Maintenance: Employees are responsible for maintaining current application, medical, employment, and personnel records with trustaff throughout the duration of their employment.

10.01 Document Expiration & Notification: Those records that require specific scheduled updates during continuous employment with trustaff include:

- Copy of current, valid RN licensure for the state in which employee takes assignments
- Copy of current, valid BLS certification
- Copy of current, valid ACLS, PALS, or NRP/NALS or any skilled certification for those employees working in units that require certification
- Copy of signed and dated physician's statement current within the prior calendar year
- Copy of dated documentation of Tuberculosis screening current within the prior calendar year for a PPD test or current within the two prior calendar years for a chest x-ray [with documentation of a previously positive PPD]

A trustaff Quality Assurance Representative will contact employees prior to expiration of documents to request updates. Any delay beyond an expiration date in providing requested documentation might result in disciplinary action, including but not exclusively, assignment eligibility, employment postponement, or termination.

10.02 Personnel File Non-Expiration Documents: Those records that do not require standard updates, but that may require periodic updates during continuous employment with trustaff, include:

- Application for Employment
- Employment / Work History
- Professional References
- Health Information Privacy & Consent Confidentiality Statement
- Documentation of immunity for Rubella, Rubeola, Mumps, Varicella, and Hepatitis B.
    - Immunity for Rubella, Rubeola, and Mumps may be proven with documentation of MMR vaccination or lab titers results with appropriate antibody level readings
    - Immunity for Varicella may be proven with documentation of Varivax vaccinations OR lab titer results with appropriate antibody level reading

  - Immunity for Hepatitis B may be proven with documentation of Hepatitis B three-step vaccination, lab titer results with appropriate antibody level reading, or a declination statement on receiving the immunization
- W-4 form
- I-9 form with copies of appropriate supplemental documents
- Personnel Record/Payroll Forms
- Policy Consent
- Disclosure & Release
- Permanent Tax Residence Notification
- Job Description
- Competency Testing
- Handbook Acknowledgement

A trustaff Quality Assurance Representative will contact employees prior to and/or during an assignment to request forms and information to complete the employee's personnel file. Any delay in the receipt of required documentation might result in disciplinary action, including but not exclusively, assignment eligibility, employment postponement, or termination.

10.03 Health Information Privacy: With the passage of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), personally identifiable healthcare records came under a new and heightened level of confidentiality. In the regular course of business, trustaff interacts and communicates directly with candidates who may share their personally identifiable information. In turn, we collect, store and process the information electronically and/or manually. With the belief that it is a person's right to have their personal information kept private, trustaff conducts business with respect for and in compliance with all applicable health information privacy laws, including but not limited to HIPAA. We respect our legal obligation to implement privacy procedures and technical security measures to keep personal information private and secure. As we are obligated to give all employees notice of our privacy practices, this statement describes how our staff may use and disclose medical information and how an employee may get access to this information.

10.04 Required Health Information: For employment through trustaff, "health information" includes the following items that we request on behalf of our facility clients:

- Annual physician's statement
- Documentation used to prove immunity to measles, mumps, and rubella [laboratory titers or records of MMR injection(s)]
- Documentation used to prove immunity to varicella [laboratory titer, record of Varivax immunization, or immune by history statement]
- Documentation used to prove immunity to HBV [laboratory titer or record of HBV immunization series] or a declination statement thereof
- Annual tuberculosis screening [PPD test results or chest x-ray reading]
- Pre-employment drug screening
- Any additional requirements based on facility-specific regulations

10.05 Privacy & Disclosure Consent: trustaff representatives cannot use an employee's health information or disclose it to outside parties without written permission. To give written permission, an employee must complete a consent form (Health Information Privacy & Consent Confidentiality Statement) which allows Account Managers and Quality Assurance Representatives to disclose an employee's health information for purposes of submittal to client facilities, of assignment to client

facilities, and continued employment through trustaff. At times, client facilities may request further documentation than the defined "health information" of a candidate's health and immunization records to comply with state or local regulations. In those instances, a trustaff representative will advise an employee of the requirements and request your consent for that additional information be covered under in the same consent form already on file.

10.06 Access to Personal Health Information: An employee may request photocopies of his/her personal health information, an amendment to any incorrect or incomplete information, additional copies of the general notice, or a list of the disclosures made of her/his health information.

10.07 Modifications to Privacy Policy: trustaff reserves the right to change this statement at any time in compliance with federal and state law. If we make any changes, the new policies and protocols will apply to all health information that we already have as well as to such information that we may generate or request in the future. We will send out notices of any changes via mail and post them in our office and on our website.

11.00 Confidentiality: Employees shall use discretion and consideration to ensure that sensitive or confidential information (patient information, client business practices, etc.) not be shared with inappropriate parties.

12.00 Facility-specific Policies & Procedures: Since each facility to which you may travel will have its own set of rules and regulations, we ask that you clarify their policies during orientation at their facility. This inquiry will help you to feel more relaxed and make for an enjoyable assignment, as well as set the standards you have for your assignment at that facility.

13.00 Floating: trustaff believes that all nurses share the same basic skills that all licensed nurses should be able to perform such as: starting IV's, inserting a Foley, administering medications, conducting physical assessments, obtaining medical history on admissions, ambulating, helping with the bathroom, bathing, checking vital signs. Should you be floated to another area outside of the regularly scheduled units, and you are not comfortable or familiar with assuming the role in that area based on the skill set required for that area, we would not expect you to function in that capacity. We would expect you to be available to help with the basic nursing skills that you are competent to perform and/or assist in taking a lighter load of patients (i.e. 2-3 on a MS unit) instead of the full load required by the staff. If at any time during your assignment a client representative requests that you function in a role you believe outside of your capacity or training, contact trustaff personnel immediately.

14.00 Dress Code: The dress code will vary from each facility where you are assigned. We ask that you take into consideration the needs of each facility by maintaining a respectable level of professionalism. If you have not been told of the dress code for a specific facility, request further information. In any questionable or unclear situation, please adhere to the following guidelines:

- Wear clean, pressed, and neat uniforms with white, clean shoes
- Carry appropriate licenses and certifications while on duty
- Maintain standard personal hygiene (i.e., pulling back hair that is shoulder length or longer)
- Maintain professional appearance (i.e., using discretion in the amount of jewelry that is worn)

15.00 Absence Notification: Any absence should be reported to the appropriate supervisor at your assigned facility at least two (2) hours in advance of your scheduled shift. You should record the missed time appropriately on your timecard. Calling off sick may result in your inability to be available for your

hourly guarantee, in which case you will be paid only for hours worked. If you plan to make up hours it must be within that pay period or at the end of your contract, and be approved by your facility supervisor. This policy ensures that the client is not being over billed for your time and that appropriate arrangements have been made with regards to the cost of paying for additional days spent in housing or making travel changes.

16.00 Amenities & Incidentals: trustaff is not responsible for any incidental charges incurred while you are on an assignment. These incidental charges include, but are not limited to, long distance telephone calls, entertainment, meals, dry cleaning, and damages. You may be required to leave a deposit or credit card for such incidentals when checking into your housing.

17.00 Assignment Issues & Concerns: If while on an assignment you experience any difficulties, issues, or concerns, you should first contact your recruiter and discuss the situation immediately. trustaff will address any complaints in a fair and responsible manner. If you have a concern or problem resulting from a misunderstanding or complaints, we encourage you to contact us and discuss the nature of the situation before going to facility personnel. DO NOT WALK-OFF OR LEAVE AN ASSIGNMENT FOR ANY REASON.

17.01 Issues & Concern Escalation: In the circumstance where your recruiter cannot resolve the situation, he/she will then bring it to the attention of the appropriate account manager or other member of management. In the circumstance where you do not feel your Recruiter has dealt with a situation appropriately or completely, please request to speak with a member of management about the situation. DO NOT WALK-OFF OR LEAVE AN ASSIGNMENT FOR ANY REASON.

18.00 Assignment Extensions: Often times a client will request an extension of your assignment at their facility; if you choose to accept their offer please alert your Recruiter immediately so that any changes in accommodations or travel arrangements can be made in a timely manner.

19.00 Customer Service Standard: We want you to feel comfortable and to be equipped with all of the necessary tools to do your work while away from home. If at any time you have questions that you feel have not been answered to your satisfaction, please do not hesitate to contact your Recruiter or any member of the trustaff team.

20.00 Complaints: We value our reputation for holding a highly moral and ethical standard towards our employees and our clients. Each employee is a reflection of trustaff and deserves to be treated with integrity, professionalism, and understanding. We ask that as our representative, each employee avoid activities or situations that would compromise the reputation that each of us has worked so hard to achieve. Complaints about an employee will be required in writing with all appropriate documentation provided accordingly. We will research and discuss the situation with all parties involved and depending on the severity of the incident; an understanding may be reached which could result in:

- Termination of all assignments with trustaff, or
- Termination of placement with that client, or
- An arrangement to resolve the misunderstanding between the client, trustaff, and the employee.

21.00 Job Safety Practices and Procedures: A safe attitude means you recognize and appreciate risks. You are aware of potential accidents *before* they happen and you make sure that they don't! The only person who can keep you safe every day on the job is YOU. trustaff associates have a duty to comply with the following requirements:

- Know the Code of Safe Practices for the general work area and for your job.
- Comply with working conditions, safe work practices and personal protective equipment requirements for your job and/or assigned client facility.
- Report all unsafe conditions or observations of neglect and/or abuse to your unit supervisor immediately.
- Upon arrival at an assignment, ask for a safety guide for the facility, including safety equipment and evacuation procedures.
- Follow all safety and emergency policies and procedures of the facility that you learned in orientation.
- Do not undertake a job that appears to be unsafe or use chemicals without understanding their toxic properties.
- Do not undertake a job until you have received instructions as to what is required for that position.
- Keep cuts and scrapes covered and notify your supervisor if skin rashes, lesions, or dermatitis may prevent you from working with patients or blood and body fluids.
- Attend required facility-specific training and education programs.

21.01 Code of Safe Practices: This code is general in nature and inclusive of many types of business activities.

- All employees will follow these safe practices rules, render every possible aid to safe operations, and report all unsafe conditions or practices to their supervisor.
- Supervisors will insist that employees observe and obey every rule, regulation, and order as it is necessary to the safe conduct of the work, and they will take such action as is necessary to obtain compliance.
- Employees are not permitted to use alcohol and/or drugs in the workplace. Anyone known to be under the influence of alcohol and/or drugs will not be allowed on the job while in that condition and will be subject to disciplinary action.
- No one will knowingly be permitted or required to work while his or her ability or alertness is so impaired by fatigue, illness, or other causes that they might unnecessarily expose that individual or others to injury.
- Employees should be alert to see that all guards and other protective devices are in proper places and adjusted, and will report deficiencies promptly to the supervisor.
- Approved safety shoes will be worn in specified work areas.
- Horseplay and other acts that tend to endanger the safety or well-being of employees are prohibited.
- Work will be well planned and supervised to prevent injuries when working with equipment and handling heavy materials. When lifting objects, employees should bend their knees and use the large muscles of the leg instead of the smaller muscles of the back.
- Employees will not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties.

21.02 Job Safety Considerations: Make these common sense rules a part of your job:

- Maintain good housekeeping by keeping your work area clean and clear.
- Familiarize yourself with all escape exits and the location of any emergency cutoff valves or switches.
- Identify hazards before you start a job or procedure.
- Respect all precautions - don't take chances.

- Ask your clinical manager or senior staff person when you have questions.
- Know in advance what could go wrong, and what to do about it.
- Follow all warnings and instructions.
- Read labels and MSDSs.
- Be aware of your surroundings and others around you.
- Use common sense - practice sensible, safe work habits.
- In case of fire, call the fire department immediately (#911) or notify a supervisor to do so (emergency numbers are posted). Alert all occupants of the building so that a safe, orderly evacuation may take place. If you're working in a client facility, follow their guidelines for announcing a fire emergency. Be aware of the locations and proper operation for fire extinguishers.
- Keep alert and observe all safety signs.
- Never make changes on equipment to bypass safety devices. Do not tamper with controls or switches on any equipment unless you're authorized to do so.
- Lift with your leg muscles, not your back, and have a firm grasp and footing before lifting anything.
- Do not attempt to lift or move anything too heavy. Always ask for assistance if necessary.
- Comply with all posted personal protection equipment (PPE) notices.
- Refrain from using cellular telephones at work since they may interfere with critical equipment.
- Avoid placing carts on both sides of hallways - traffic congestion may lead to accidents.
- Wash your hands before entering and after exiting an examination or procedure room.
- Maintain good health and practice good personal hygiene.

The foregoing list highlights some of the most important and common safety rules for employees. However, this brief list is not intended as a substitute for the educational sections of this handbook or for the separate individual safety plans that our client facilities employ. These key safety rules are merely meant to emphasize some rules that should always be on the minds of any travel healthcare employee. Each client facility will have an infection control and hazard communications plan. Please refer to each facility-specific plan for details.

21.03 Job Injury Incident Reporting: Any injury or illnesses suffered by an employee, even a slight one, must be reported to a trustaff Representative within 24 hours of the incident. If you receive an injury while on the job, follow the steps as outlined below.

- Seek appropriate medical attention and follow the facility-specific injury on the job procedures.
- Contact your Recruiter by phone immediately. If during trustaff business hours, call 877-880-0346 and advise your Recruiter or an Account Manager of the situation.
- Complete a Job Injury Report form and fax it to your Recruiter at 888-897-9197 within 24 hours.
- You may be required to submit to a drug screening. If you refuse, you may forfeit any workers compensation benefits and may be released from employment.
- Follow up with your Recruiter if you lose any work due to the injury.
- Failure to report your injury within 24 hours of the incident could affect your eligibility for benefits.
- If you are exposed to blood or body fluids wash the exposed skin with soap and water. Flush eyes with at least one (1) liter of water. Always notify your unit supervisor of any exposure incident immediately. You must be evaluated and treated immediately. It is important to seek medical attention within two (2) hours of the incident.

If you have questions or concerns regarding incident reporting protocols, please contact your recruiter.

22.00 Joint Commission Certified Agency: trustaff Travel Nurses, LLC is certified by the Joint Commission. Therefore, any quality or safety concerns that have not been addressed by trustaff properly can be directed to the Joint Commission without fear of retribution.

- www.jointcommission.org
- 630.792.5000

23.00 On-Going Performance Evaluations: trustaff will conduct an annual performance evaluation on each active employee. This evaluation will include an administrative and clinical evaluation by at least one client, and an evaluation performed by the Clinical Liaison.

- The evaluations will be performed using the Clinical Client Feedback Form (CCFF) and the Annual Employee Performance Evaluation Form (AEPEF).
- The Clinical Liaison will be responsible for completing the annual performance evaluation. Prior to completing the evaluation he/she will review the client feedback forms to determine if there are any inconsistencies between perceived performance and client feedback, and to provide a realistic assessment of clinical performance.

24.00 Social Media Policy: At trustaff, 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 associates who work for trustaff Management, Inc., or one of its subsidiary companies or locations in the United States.

24.01 Social Media 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 or not associated or affiliated with trustaff, as well as any other form of electronic communication. The same principles and guidelines found in trustaff policies and 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 associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of trustaff or trustaff's legitimate business interests may result in disciplinary action up to and including termination. 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 respectful:** Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of trustaff. 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, employees, associates 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 on the basis of race, sex, disability, religion or any other status protected by law or company policy.
- **Be honest and accurate:** Make sure you are always honest and accurate when posting information or news, 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 false about trustaff, fellow employees, customers, suppliers, people working on behalf of trustaff or competitors.

- Post only appropriate and respectful content: Maintain the confidentiality of trustaff trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Insider Trading Policy.
- Do not create a link from your blog, website or other social networking site to a trustaff website without identifying yourself as a trustaff employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for trustaff. If trustaff 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 trustaff, fellow employees, customers, suppliers or people working on behalf of trustaff. If you do publish a blog or post online related to the work you do or subjects associated with trustaff, make it clear that you are not speaking on behalf of trustaff. 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 trustaff."

- **Using social media at work:** Refrain from using social media while on work time, unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy. Our email system and our company email addresses are intended for business use only and are not to be used for personal reasons during work time.
- **Retaliation is prohibited:** trustaff prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate 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 trustaff's behalf without contacting the Director of Marketing or Chief Operating Officer. All media inquiries should be directed to them.

25.00 Agreement to Arbitrate Claims: While your employment with trustaff is and always remains at-will, by signing the acknowledgment of receipt the Employee Traveler Handbook and/or continuing your employment with trustaff, you and trustaff agree to use binding arbitration, instead of going to court, for any "covered claims" that arise between you and trustaff. "Covered claims" are any legal claims that you might bring against trustaff (and/or its current or former employees, managers, agents, officers, directors, affiliates, and/or customers) or that trustaff might bring against you that arise out of or relate to your employment with trustaff, such as disputes concerning your recruitment, hire, pay, benefits, leaves of absence, accommodation for a disability, workplace treatment (e.g., claims for harassment, discrimination, or retaliation), or termination of employment. Such covered claims include, but are not limited to, claims under the Fair Labor Standards Act, the Equal Pay Act, the Americans With Disabilities Act, the Genetic Information Nondiscrimination Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 and Section 1981 of the Civil Rights Act of 1866, the Pregnancy Discrimination Act, the Family and Medical Leave Act, the Worker Adjustment Retraining and Notification Act, the Employee Retirement Income Security Act of 1974, the Uniformed Services

Employment and Reemployment Rights Act of 1994, and all comparable state and local laws. **You understand and agree that arbitration is the only forum for resolving covered claims, and that both you and trustaff are waiving the right to a trial before a judge or jury in federal or state court in favor of arbitration.**

- **Claims Not Covered by this Agreement to Arbitrate:** This agreement to arbitrate does not cover claims for workers' compensation or unemployment compensation benefits, claims for emergency or public injunctive relief, or any federal or state-law claims that you cannot legally agree to arbitrate. It also does not limit your right to file or participate in a claim or charge filed with any government agency. Finally, under the National Labor Relations Act, you are not prevented from acting in cooperation with others to challenge this Agreement in any forum, and you will not be retaliated against if you act with others to challenge this Agreement.
- **Waiver of Class and Collective Claims:** You agree that covered claims will only be arbitrated on an individual basis, and that both you and trustaff waive the right to participate in or receive money from any class, collective, or representative proceeding. You may not bring a claim on behalf of other individuals, and any arbitrator hearing your claim may not arbitrate any form of a class, collective, or representative proceeding.
- **Initiating Arbitration:** To arbitrate a claim, you must first send a written demand containing a description of the claim(s) and relief sought to trustaff in order to attempt to informally resolve the claim. If the claim(s) cannot be resolved within thirty (30) days, you must send the description of the claim(s) and relief sought to the American Arbitration Association ("AAA") office closest to where you work or last worked for trustaff. Information about the AAA is available from its website www.adr.org and you may contact them directly at 1-800-778-7879.
- **Time Limitations**: Claims for arbitration must be filed with the AAA within the same legal statute of limitations period (i.e., time limit) that would apply if the claims were filed in court or with a state or federal equal employment opportunity agency.
- **Fees and Costs:** trustaff is responsible for paying any fees and costs unique to the arbitration process arising out of any arbitration proceeding under this Agreement. The employee shall pay a fee to the arbitrator of either the same amount the employee would have to pay if the employee filed a civil action or the maximum filing fee permitted by the Employment Arbitration Rules and Mediation Procedures of the AAA ("AAA Rules"), whichever is less. If you choose to be represented by an attorney, you must pay your own legal fees and costs.
- **Arbitration Proceedings:** Arbitration under this Agreement shall be conducted before a single neutral arbitrator of the AAA. The selection of the arbitrator and the arbitration proceedings will be governed by the applicable rules and procedures of the Employment Arbitration Rules and Mediation Procedures of the AAA ("AAA Rules"), except as provided for in this Agreement. The AAA Rules are available on the AAA's website www.adr.org and you can request a copy from Corporate Human Resources at 866-765-7544. Where there is a conflict between this Agreement and the AAA Rules, this Agreement will govern.
- **Location of Arbitration Hearing:** The arbitration will occur in or near the county in which you are currently employed by trustaff or were most recently employed by trustaff, unless the parties agree to a different location.
- **Decision and Award:** The decision will be in writing, signed by the arbitrator, and issued within 30 days of the close of the hearing or ruling consistent with Rule 12 or 56 of the FRCP. The decision will include a summary of the claims arbitrated and the reasons for the arbitrator's decision. The arbitrator will apply applicable federal law and the laws of the State in which you currently or were most recently employed by trustaff.

- **Confidentiality:** All proceedings under this Agreement are private and confidential, unless a public injunction has been sought or applicable law provides to the contrary.
- **Savings Clause:** If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement will remain intact and be enforceable.
- **Change or Termination of Agreement:** The Agreement may be changed by agreement of the parties in writing with a written or electronic acknowledgement of the parties.
- **Controlling Law:** This Agreement will be governed by the Federal Arbitration Act.