



## **BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT** (ver.15; 11/18)

Welcome to Favorite Healthcare Staffing (Favorite)! We want you to find working with us both enjoyable and financially rewarding. Take time to become familiar with the following benefits and associated terms and conditions of working for Favorite. Our Mission can be found on our website at [www.favoritestaffing.com](http://www.favoritestaffing.com). Acceptance of the Benefits, Terms and Conditions of Employment is confirmation of your application to Favorite and your agreement to abide by the all the policies and procedures of Favorite. *It is the responsibility of the employee to check Favorite's website for updates to this document (found under the individual employee's profile)* (For the purposes of this document the term "patient" refers to any patient, resident or individuals served by clients.

### **Table of Contents**

#### **DISCLOSURE REGARDING BACKGROUND INVESTIGATION**

#### **ATTENDANCE POLICY**

#### **BENEFITS AND BONUSES**

- CEU Reimbursement
- Health Insurance Benefits
- Referral Bonus
- Client Bonuses
- Hepatitis B Vaccination
- 401(k) – Retirement Plan
- Payroll Look-Up on the Web

#### **POLICIES AND GENERAL INFORMATION**

- Employment Relationship Agreement
- Cancellation Policy
- Automatic Rebooking
- Equal Employment Opportunity Policy
- Anti-Harassment Policy
- Attendance and Professional Conduct
- Confidentiality
- Employee Grievances
- Criminal Background Investigations Policy
- Substance Abuse Policy
- Safety Rules
- Floating
- Continuing Education (State/locality requirements)
- Orientation
- Performance Evaluations
- Payroll Procedures
- Overtime and Holidays
- Paid Family Leave/Sick Leave/Disability
- Address/Name Changes/Tax Documents
- Name Tags
- Dress Code
- Transportation
- National Operations Center
- Worker's Compensation
- Professional Liability Insurance
- The Joint Commission
- Data Handling
- Communications from Favorite

## Disclosure Regarding Background Investigation

Favorite Healthcare Staffing (“the Company”) may obtain information about you from a third-party consumer reporting agency for employment purposes. Thus, you may be the subject of a “consumer report” and/or an “investigative consumer report” which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records (“driving records”), verification of your education or employment history, or other background checks. Credit history will only be requested where such information is substantially related to the duties and responsibilities of the position for which you are applying.

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you, and disclosure of the nature and scope of any investigative consumer report and to request a copy of your report. Please be advised that the nature and scope of the most common form of investigative consumer report is an employment history or verification. These searches will be conducted by **Asurint, P.O. Box 14730, Cleveland, OH 44114, 800-906-1674, [www.asurint.com](http://www.asurint.com)**. The scope of this disclosure is all-encompassing, however, allowing the Company to obtain from any outside organization all manner of consumer reports throughout the course of your employment to the extent permitted by law.

## **Attendance Policy**

**Favorite Healthcare Staffing requires good attendance.** This means being at work, ready to work, at the scheduled starting time each day. Absenteeism and tardiness places a burden on other employees and on our clients. Temporary employees are bound to the client's attendance policies as well as those of Favorite and must therefore be aware of and responsible for following both policies. Documentation regarding reasons for attendance issues may be required. Transportation or babysitting issues are not considered an excuse for attendance issues. *Cancellations, "No Call No Shows", tardiness, leaving a shift early, and misuse of break time are all considered attendance issues and will result in disciplinary action up to and including termination.*

## **Benefits & Bonuses**

*Favorite reserves the right to modify and/or eliminate any benefits or information described. Additional information is available on some of these benefits (e.g., 401k, health insurance, etc.) on the company's website, **[www.favoritestaffing.com](http://www.favoritestaffing.com)** or from any local branch office and the corporate office. It is the responsibility of the employee to check Favorite's website for updates to this document (found under the individual employee's profile) or request any additional information from your branch office or corporate offices and to complete all necessary applications for participation in any benefit or bonus program.*

### **CEU (Continuing Education Unit) REIMBURSEMENT**

To support our commitment to the ongoing education of our employees, Favorite provides CEU reimbursement. To qualify for this benefit, certain conditions apply. More information is available from our website, from your local branch office representative or payroll department.

### **HEALTH INSURANCE BENEFITS**

We highly value the health and well-being of our employees and their families. Therefore, Favorite offers health insurance benefits (compliant with the Affordable Care Act) for qualified/eligible employees. See our website or contact the corporate office HR Generalist in the corporate Human Resources Department for more information on current programs and eligibility guidelines.

### **REFERRAL BONUS:** Earn money for referring your friends and colleagues to Favorite!

Referral Bonus payments to the referring employee are conditioned on the employee's compliance and maintenance of all required credentials, meeting all terms and conditions of employment and client assignments, and being in good standing of the employment relationship with Favorite and their clients. See our website or contact your local branch office for more information about our current referral bonus program.

### **CLIENT BONUSES**

If a client offers you a discretionary bonus, please refer them back to Favorite to discuss terms. Favorite is required by law to pay the payroll burden (taxes, unemployment, FICA) on your behalf to the government like all other income and must account for the amount when determining the bonus. The client is not your employer, Favorite is your employer so we determine bonus amounts due to payroll burden responsibilities.

### **HEPATITIS B VACCINATION (Hep B)**

Employees who are occupationally "at-risk" for exposure to blood borne pathogens because of their work with Favorite, are provided the opportunity to receive the Hepatitis B vaccine at no charge. Employees should accept the Hep B vaccination offer when they complete their employment application. By indicating an employee's interest in the vaccination via the application process, information about the benefit and the Hep B vaccination series will be sent to interested employees by the corporate Human Resources Department. This benefit applies to those employees who have not just applied, but have worked shifts for Favorite. If you have additional questions, please notify your branch office or Favorite's corporate Human Resources Department.

## **401(K) - RETIREMENT PLAN**

Favorite provides employees a smart way to save for retirement with the 401(k) Retirement Plan.

This type of plan offers special tax advantages. It allows employees to designate a portion of their earnings to be invested for retirement through pre-tax payroll deductions (FICA and certain state and local taxes will still apply) and post-tax Roth contributions.

For investment of these funds, there is a variety of mutual funds available, meeting a wide range of retirement planning objectives. Retirement savings can be moved between funds as often as employees like via a secure Internet access. Statements of investment accounts are sent to participants quarterly.

At the end of each calendar year, the company may decide, at its discretion, to match a percentage of employee contributions. Certain restrictions relating to hours of service and the vesting of matching benefits apply — Details of these and other important plan provisions are described in a document called the Summary Plan Description. The Summary Plan Description and additional information are available through our corporate office.

## **PAYROLL LOOK-UP ON THE WEB**

By logging into E-Services (Paychex) with your user name and password, employees can review their current payroll activity/pay stubs. All current and year-to-date earnings and withholding amounts are presented. Employees also find details such as the facility, hours worked, rate of pay and W-2 information at the end of the year.

## **Policies and General Information-Conditions & Terms of Employment**

By reviewing and accepting the electronic Benefits, Terms & Conditions of Employment (or by signing a Certification of Electronic Application paper form) you agree to the Conditions & Terms of employment at Favorite Healthcare Staffing, Inc. (Favorite).

Favorite reserves the right to make changes in content or application of these Conditions & Terms, or any other policies and procedures, as it deems appropriate. These changes may be implemented even if they have not been directly communicated, reprinted, or substituted and as an employee of Favorite you are required to abide by these changes. You understand that these Conditions & Terms, as well as changes are available at [www.favoritestaffing.com](http://www.favoritestaffing.com) website or at your local branch office. It is the responsibility of the employee to check Favorite's website for updates to this document or request any additional information from your branch office or corporate offices at Favorite.

You further understand that your application for employment and acceptance of the terms and conditions of employment do not constitute an employment contract nor a guarantee of employment.

## **STATE OF DELAWARE AGEEMENT The following is applicable to Delaware-based employees.**

*You authorize a full release for Favorite Healthcare Staffing to obtain information from your current and/or previous employer(s) in the form of a Service Letter, Reference or other related document. You also authorize and give your full release to Favorite Healthcare Staffing to obtain any and all required background checks and associated information including, but not limited to the Child Abuse Registry and Adult Abuse Registry checks. You attest that the information you have given on your application (electronic, paper or any other format) and any associated documents is true and accurate and represents a full and complete disclosure of information about your employment history. You understand that failure to provide a full, timely and complete disclosure is a violation of the law (19 DEL. C. §708) and as such, is subject to civil penalties as determined by the regulation. You understand that any false or misleading representation or omission made on the application or during the hiring process may disqualify you from further consideration of employment and may result in discharge even if discovered at a later date. You agree to the terms and conditions of employment at Favorite Healthcare Staffing, Inc. ("Favorite").*

## **EMPLOYMENT RELATIONSHIP AGREEMENT**

In consideration of receiving employment from Favorite you acknowledge and agree to the following:

- You understand you are an employee of Favorite.
- To not seek or accept employment from any client of Favorite to whom they have been assigned, as per policy and/or client contract terms, and upon notification of Favorite. Favorite does have a permanent placement division and should you decide you would like to go full-time with a client please contact us to assist you with finding the right opportunity for you. *(Minnesota Requirement: Favorite requires no placement, liquidation, nor other compensation fees from either the agency employee or healthcare facility, when a health care facility hires an agency employee on a permanent basis.)*

- It is your responsibility to provide Favorite with your available days and hours, on a weekly basis, to be scheduled for work. Favorite has a mobile app (application) in both android and iPhone app stores which must be downloaded to use for both your time keeping and scheduling. The app is designed to provide you with notifications of work available that meet your skillset and qualifications. It is your responsibility to add your availability in the app each week to be eligible to work. The app allows you to save your preferences and be notified of work that is of interest to you. Failure to enter your availability or match to shifts in the app establishes you have voluntarily quit or no longer seek work and therefore may not be eligible for employment.
- Training videos for the app are available from your branch office and will be sent as a link for you to view. Any questions can be answered by your local branch office.
- It is your responsibility to be sure your branch/division has your current contact information. Failure to provide this information will be considered voluntary resignation without cause and therefore you may be denied employment.
- It is your responsibility to obtain a compatible device to electronically submit your time using our mobile app (application) for time entry and scheduling. The app is compatible with android and iPhone devices. Please contact our Customer Service Department at 888-427-7019 for a list of compatible devices.
- Favorite utilizes a text platform, in addition to the app, to send notifications of assignments. Replying as soon as possible once a text is received will give you the best opportunity to get the assignment. If you fail to respond to text job notifications, it may make you ineligible for unemployment.
- That Favorite is a drug-free workplace and acknowledges that working for the company will require submission to drug testing in accordance with federal, state and local laws and client requirements.
- That placement on all assignments will require a criminal background investigation.
- As an employee of Favorite, you may receive calls, e-mails and texts with information about updates or assignments. You have the right to opt-out. Contact your branch office.
- That the information provided in your application (whether electronic, paper or any other format) and associated releases and documents is true and accurate. You realize that misrepresentation of facts may be cause for rejection of this application or termination of your employment. This information will be presented, in most cases to clients, when securing an assignment for you.
- You understand that completion of the application and the entire application process does not guarantee your hire.
- You authorize Favorite to contact all your previous employers and professional references and authorize/request any of them to furnish a complete history of your services with them, together with information concerning your employment dates, personal character, habits, ability, disposition, work performance, and a statement of the cause of separation.
- You grant permission to Favorite to provide all credentials/documents (including drug screens and criminal background checks) contained in your on-line and/or paper personnel file (profile) to clients, potential clients, and/or their agents for seeking/confirming assignments and to external auditors (for example, New Jersey Hospital Association), survey/certification/accreditation agencies (for example, The Joint Commission) requiring access to employee files.
- You hereby release the above parties and their agents from all liability for damages of whatever nature because of furnishing, receiving or acting upon requested information.
- You understand that you will be required to complete not just new hire credential requirements, but on-going credential requirements to maintain your work status with Favorite.
- You understand that you may be requested to complete infectious or other health disease-related screening questionnaires (i.e. Ebola, flu, TB, etc.) either required by Favorite and/or Favorite's clients. You agree to complete these as required.
- You understand that, if you have not worked for Favorite for three or more months, or upon request of a client, that you will be asked to provide additional references, credentials and any other employment information.
- You understand that Favorite's personnel file is the property of Favorite and that you are entitled to copies of credentials that you provided directly to Favorite (e.g. health statement from physician) but are not entitled to copies of other records maintained in the file, unless as directed/mandated/regulated by state or federal law.
- Additional release of personally identifiable information outside of the employment relationship and the circumstances noted in #7 and #8 shall be authorized in writing by the employee or will be released as compelled upon subpoena or court order or as required by state and/or federal law.

- It is your responsibility to **be available by phone**, at the number we have on file, **two hours in advance of your scheduled arrival time** so that we can reach you in the event that your schedule may change. Failure to be available by phone two hours before an assignment may jeopardize your eligibility for cancel pay of you are cancelled on arrival. If for any reason, you are not near the phone we have on file, please call us to verify your shift. Please be sure to contact favorite to request another assignment; it is best to provide a month of availability at a time to be offered the best assignments. Failure to contact Favorite for reassignment before filing a claim for unemployment insurance benefits may result in the denial of those benefits.
- That you are to contact Favorite with any issues or concerns and are **not** to contact the client or their employees/agents directly unless authorized to do so by Favorite.
- It is your responsibility to follow Favorite, your branch office and all assigned facilities/clients' policies and procedures.
- You understand that there is no guarantee of work. It is understood that work is assigned on an "as-needed" basis as determined by our clientele, and that your flexibility will enhance the likelihood that you will be offered assignments. You must have a complete personnel file to be eligible for work. It is your responsibility to send in all current credentials required. If you fail to update your file, you may not be eligible for work and it will be considered a voluntary resignation without cause and you may not be eligible for employment.
- You agree to accept communication by phone, e-mail or other mode for all assignments, location of assignments, department to report to and rates of pay.
- Your employment profile will be converted to an inactive status if there are 90 or more days of payroll inactivity or we have not received any availability or if you have expired credentials.
- Favorite staff is available to you 24 hours a day/365 days a year. It is important for clients that you honor all bookings. **Please keep us informed of any changes, you may have with your schedule or availability and call your branch office at least once a week.**

**CANCELLATION POLICY**

Employers are not legally obligated to offer cancellation pay. However, in very rare situations, Favorite may offer a small compensation for being canceled at a facility, upon arrival, for a scheduled shift (see grid below). Please check with your local branch if you have any unusual situation occur. *(Exclusions from cancellation pay include, but are not limited to, excessive cancels, no record of assignment, employee has received cancellation pay in the last 8 days, Favorite is unable to reach employee due to his/her inaccessibility or unavailability, employee is offered alternate assignment but refuses, employee does not have signed electronic time card from client indicating cancel).*

<b>CANCELLATION/ORIENTATION PAY RATES (minimum of two hours for cancellation pay)</b>	
<i>List is not all inclusive.</i>	
<b>For more information contact your branch or Favorite's Payroll Department at the corporate office</b>	
Administrative Assistant/Secretary, Anesthesia Tech, Cast Tech/Ortho Tech, Certified Nurse Tech, Cook, Customer Service Rep, Dietary Aide, EKG Tech, Environmental Services, , Home Health Aide, Linen Tech, Medical Assistant, Medical Coder, Medical Collector, Medical Receptionist, Medical Records, Medical Transcriptionist, Mental Health Worker, Mental Health Counselor, Monitor Tech, Nurse aide/Certified NA, Nutritional Services/Dietary Tech, Ophthalmic Tech, Ortho Tech, Patient Care Tech, Phlebotomist, Psych Tech, Qualified Med Aide, Sitter, Transporter, Unit Clerk/Medical Secretary	\$10.00 or Federal minimum wage or state minimum wage, whichever is greater
Certified Medicine Aide, Certified Scrub Tech, Dental Assistant, Dialysis Tech, EEG Tech, EMT, Paramedic, LPN, Medical Lab Tech, OT Assistant, OR Technician, Pharm Tech, Project Coordinator, Scrub/OR Tech, Sleep Lab Tech, Social Worker, Sterile Processing Tech, X-Ray Tech	\$15.00
Audiologist, Cardiac Cath Tech, Cardiovascular Rad Tech, Case Management, CT Scan Tech, Certified OT Assistant, Certified RT, Clinical Research Associate/Contract Adm/Coordinator/Director/Nurse, Critical Care RN, CVOR Tech, Cytotechnologist, Echo Tech, Histotechnologist, Interventional Rad Tech, Mammographer, Med Tech, MRI Tech, Nuclear Med Tech, Nurse Anesthetist, Nurse Practitioner, OT, Pharmacist, Physical Therapist Assistant, Physical Therapist, Physician's Assistant, Polysomnographer, Rad Therapist, Rad Tech, Registered Dental Hygienist, Registered Dietician, Reg RT, RN, RT Board Eligible, ST, Ultrasound Tech, Vascular Tech	\$20.00

**AUTOMATIC REBOOKING**

Favorite Healthcare Staffing, Inc. (Favorite) follows a standard automatic re-booking policy in an effort to keep our employees working, even when scheduled shifts are cancelled! Automatic re-booking has proven to be extremely successful in all our branches. Please read the following information carefully to be sure that you fully understand how automatic re-booking works.

***How will automatic re-booking affect you?*** If the facility where you are scheduled to work, calls to cancel your shift, we will automatically re-book you at a facility you have previously identified. You WILL NOT BE CALLED for approval of this re-booking change. These are time-sensitive situations. If we wait for employee approvals on re-bookings, many of these shifts will be lost to other agencies. Our goal is to keep our employees working as scheduled and to meet our clients' staffing needs. *With automatic re-booking, everybody wins!*

***The automatic re-booking policy makes it imperative to BE AVAILABLE BY PHONE two hours before your scheduled shift begins.*** At that time, you can check to be sure that no changes have been made to your scheduled shift. Failure to call and confirm your schedule could cause you to report to the wrong facility. If this happens, you will be required to go directly to the correct facility. Not showing up at a facility where you have been re-booked could result in disciplinary action. Remember, this program is being implemented in the interest of keeping all our employees working, even if scheduled shifts are cancelled and communication with your branch office is critical.

For the automatic re-booking process to work smoothly, we will maintain an ongoing list of facilities where you have been scheduled or would like to be scheduled. If your scheduled shift is cancelled, we will check the list of facilities for an open shift where you can be re-booked. It is imperative that the branch be notified immediately if you do not wish to be scheduled for future assignments at a specific facility. However, you will continue to be expected to complete any initially assigned schedules at specific facilities, even if you do not wish to be assigned there again. Simply complete the scheduled assignment, and request not to be reassigned to that facility again by notifying the branch office. Otherwise, you will be re-booked at any facility where you have been previously agreed to be booked.

Please be aware that automatic re-booking is a standard procedure and will become effective at the time you are hired and by accepting the Benefits, Terms & Conditions of Employment you are agreeing to abide by this policy.

Please feel free to call and discuss this procedure with the branch office personnel.

### **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is the policy of Favorite to create a work environment free of discrimination in which applicants and employees can enjoy equal opportunity in all aspects of their employment. Favorite does not discriminate against an employee or applicant for employment based on race, color, national origin, sex, pregnancy status, sexual orientation, age, religious affiliation, marital status, disability status, veteran status or any other classification protected by applicable discrimination laws. Please contact the corporate Human Resources department for related questions.

Favorite policy provides that:

1. In establishing qualifications for employment, no provision, requirement, or test will be adopted that would be discriminatory based on any classification listed above, except where a bona fide occupational qualification exists.
2. No questions in any examination, application for, or other personnel proceeding will be worded to elicit information concerning protected characteristics from an applicant, eligible candidate, or employee.
3. No appointment to or removal from a position will be effected in any manner by the person's protected characteristics.
4. Favorite recognizes the value of and accepts responsibility for providing reasonable accommodations to qualified individuals.
5. No retaliation will be directed towards any individual who files a complaint of discrimination in accordance with company policy or applicable law.
6. Favorite Healthcare Staffing, Inc. has instituted a diversity initiative statement and affirmative action program as related to Equal Employment Opportunity compliance.
7. The Director of Human Resources/Quality Assurance has been designated Equal Employment Opportunity Officer of the company. The Human Resources Department is responsible for monitoring the company's equal employment opportunity and affirmative action programs and providing equal employment opportunity training. Individual managers and branch directors are

responsible for ensuring that their employment practices comply with company policy and applicable state and federal law.

### **ANTI-HARASSMENT**

Harassment, including sexual harassment, is contrary to basic standards of conduct between individuals and is prohibited by Equal Employment Opportunity Commission and state regulations. Any employee who engages in any of the acts or behavior defined below violates company policy, and such misconduct will subject an employee to corrective action up to and including immediate termination.

Employees, who feel they have been discriminated against or, in any manner harassed, should immediately report such incidents, following the procedure described below, without fear of reprisal. Confidentiality will be maintained to the extent permitted by the circumstances.

Harassment is verbal or physical conduct designed to threaten, intimidate, or coerce and it includes verbal taunting (including racial and ethnic slurs) and other hostile acts.

Sexual Harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when such conduct:

1. Is made explicitly or implicitly a term or condition of employment, or
2. Is used as a basis for an employment decision, or
3. Unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or otherwise offensive environment.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature (acceptable by the recipient of the behavior and/or comments). It refers to behavior that is unwelcome, that is offensive, and that lowers morale and therefore interferes with work effectiveness.

Sexual or other forms of harassment of an employee by any company employee, supervisor, or manager will not be tolerated. Sexual harassment by a non-employee, for example, a customer, vendor, or supplier, is also prohibited.

Complaints of harassment of any type should be immediately reported to the Director of Human Resources/Quality Assurance at the corporate office or a senior manager (President/Vice President/Regional Director). The toll-free phone number is 800-676-3456.

### **PROFESSIONAL CONDUCT**

Employees of Favorite are expected to conduct themselves in a professional manner at all times. "Professionalism" refers to dependability and reliability in arriving for assignments on time, wearing appropriate attire, introducing yourself to charge personnel and co-workers, documenting in client health records appropriately, observing client's guidelines regarding the use of cell phones and computers, and following all Favorite and client policies and procedures. It also refers to providing quality services consistent with the job description for the position for which you are assigned, and in accordance with the policies and protocol of client facilities as well as those of Favorite. Favorite employees recognize that the role of agency employees is to provide competent, skilled support to the client. Every effort must be made to meet the needs of the client.

### **Attendance Policy**

Favorite Healthcare Staffing expects that every employee will be regular and punctual in attendance. This means being at work, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on our clients that you are assigned to. Temporary employees are bound to the Client's attendance policies as well as those of Favorite and must therefore be aware and responsible in following both policies. Cancellations, "No Call No Shows", tardiness, leaving a shift early, and misuse of break time are all considered attendance issues and will result in disciplinary action up to and including termination.

### **Unacceptable Conduct**

Unacceptable conduct, including attendance issues, will result in disciplinary action including and up to termination of employment. Unacceptable conduct includes, *but is not limited to*, the following:



1. "NO SHOW" for a previously accepted assignment.
2. Performance on assignment, which results in client complaints.
3. Unacceptable number of tardies and /or chronic tardiness.
4. Unacceptable number of cancellations or late cancels.
5. Unacceptable number of "Do Not Returns" (DNRs).
6. Non-compliance with Favorite's Substance Abuse Policy.
7. Theft.
8. Insubordination. (Includes but is not limited to inappropriate communication such as foul language or unprofessional/inappropriate/disrespectful tone either in writing or verbal with client or Favorite personnel; and refusal or failure to follow instructions/direction by supervisory or management personnel either with Favorite or with assigned facilities.)
9. Inappropriate contact with client or client personnel without permission of Favorite.
10. Sleeping while on assignment.
11. Failure to provide required documentation for a complete personnel file.
12. Falsification of records (for example, time submission cards/entry, inaccurate criminal background authorization information, inaccurate information in on-line application, etc.).
13. Failure to follow Occupational Health & Safety Standards including Universal Precautions and Blood Borne Pathogens requirements.
14. Privacy/confidentiality or security violations (HIPAA, HITECH, ARRA requirements of Favorite and assigned facilities).
15. Inclusion on the OIG, GSA, Sexual Offender, or Terrorist databases, etc.
16. Misuse/Abuse of computer, internet, e-mail, social media, cell phone usage (calls or texting), or phone privileges.
17. Other unprofessional behavior as demonstrated to Favorite and/or assigned facilities/clients personnel.

### **CONFIDENTIALITY**

As an employee of Favorite, you are required to abide by all assigned facility, company, local, state, and federal regulations concerning the confidentiality of records. You are also required to abide by the federal HIPAA, ARRA, and HITECH (Health Insurance Portability and Accountability Act, American Recovery and Reinvestment Act, Health Information Technology for Economic and Clinical Health) regulations concerning the confidentiality and security of individually identifiable health information. Compliance with this policy is required as a condition of employment. Violation of this policy will result in disciplinary action up to and including termination of employment.

It is the policy of Favorite Healthcare Staffing to closely guard and protect confidential information to assure the dignity and the privacy of all patients and employees with whom Favorite Healthcare Staffing employees may have contact.

Confidential information includes all patient-related information and employee information including personally identifiable, medical, financial or employment related information.

As an employee of Favorite Healthcare Staffing, you understand that:

1. You may have access to confidential information including patient, employee, financial and operations (written and electronic) in different facilities and that you are to safeguard this information.
2. In those cases, where you are provided protected information, you will ensure that both the data and the physical medium (paper report, diskette and/or tape, etc.) is maintained in a secure work location and will not be removed, duplicated, or copied and will protect information and materials from unauthorized access or disclosure.
3. If you are assigned a computer code in a facility, you will be responsible for preventing unauthorized disclosure of information through misuse of my user code. You recognize that your user code is the equivalent of your signature and must remain under your control at all times.
4. You are to follow all facility policies, state, and federal regulations regarding confidentiality of patient and employee information (including federal HIPAA, ARRA, and HITECH regulations).

## **EMPLOYEE GRIEVANCES**

Favorite encourages the resolution of employee grievances at the branch level. If, however, an individual is unsatisfied with the response of the branch to their concern, the concern should be put in writing and mailed or e-mailed to the Director of Human Resources/Quality Assurance at our corporate office, as per the Employee Grievance Policy. Some issues are escalated to the company's Risk Oversight Committee for review and determination. Please see our website for the corporate office address or contact the main number for the appropriate e-mail addresses.

## **CRIMINAL BACKGROUND INVESTIGATIONS POLICY**

### **DISCLOSURE REGARDING BACKGROUND INVESTIGATION**

Favorite Healthcare Staffing ("the Company") may obtain information about you from a third-party consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks. Credit history will only be requested where such information is substantially related to the duties and responsibilities of the position for which you are applying.

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you, and disclosure of the nature and scope of any investigative consumer report and to request a copy of your report. Please be advised that the nature and scope of the most common form of investigative consumer report is an employment history or verification. These searches will be conducted by **Asurint, P.O. Box 14730, Cleveland, OH 44114, 800-906-1674, [www.asurint.com](http://www.asurint.com)**. The scope of this disclosure is all-encompassing, however, allowing the Company to obtain from any outside organization all manner of consumer reports throughout the course of your employment to the extent permitted by law.

### **A Summary of your Rights under the Fair Credit Reporting Act**

*The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to Consumer Financial Protection Bureau, 1700 G Street, N. W. Washington, DC 20006.*

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment -or to take another adverse action against you- must tell you, and must give you the name, address, and phone number of the agency that provided the information.
  - **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
    - A Person has taken adverse action against you because of information in your credit report:
    - You are a victim of identity theft and place a fraud alert in your file:
    - Your files contain inaccurate information as a result of fraud:
    - You are on public assistance:
    - You are unemployed but expect to apply for employment within 60days:
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.*
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores use in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
  - **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
  - **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
  - **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
  - **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. November 2012 written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in the state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- States may enforce FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your Attorney General.

## **POLICY:**

### **Acceptance of the Benefits, Terms, & Conditions of Employment serves as your agreement to and confirmation of receipt of the following policies.**

The consequences of criminal behavior have had a profound negative impact on our society, especially on its most vulnerable members. As a provider of health care services, Favorite recognizes the need to take steps to protect the well-being of our clients and the general public. Accordingly, Favorite will comply with all federal, state, and local laws pertaining to employee criminal background investigations and will work proactively with its clients to secure patient safety.

Additionally, Favorite Healthcare Staffing has been certified by the Massachusetts Criminal History Systems Board for access to conviction and pending criminal case data for those applicable employees. As an applicant/employee for Favorite, you understand that a criminal record check will be conducted for conviction and pending criminal case information only and that it will not necessarily disqualify you.

To ensure the company meets its legal and moral obligations, the following criminal background investigations program and policy have been implemented. Read the contents of this policy carefully as you will be held responsible for understanding and complying with it and complete any required authorizations. You understand that falsification of information you provide may make you ineligible for hire or subject to disciplinary action up to and including termination. Compliance with this policy is required as a condition of employment.

#### 1.0 Objectives

- 1.1 To meet federal, state, and local laws regarding employee criminal background investigation and to meet client policies and standards.
- 1.2 To ensure the highest levels of patient care and safety.
- 1.3 To reduce the incidence of criminal activity in the work place.
- 1.4 To ensure that all employees understand their rights and responsibilities as they relate to the compliance with and enforcement of this policy.

#### 2.0 Covered Employees

The Criminal Background Investigation policy applies to all employees of Favorite who provide temporary services or direct hire services (temp to perm) to the organization's clientele.

#### 3.0 Scope of Inquiries

Favorite's Equal Employment Opportunity policy will be followed with respect to the acquisition and use of all criminal history information. The type and scope of the criminal background investigation will vary according to law and client requirements. Possible inquiries may include, but are not limited to conviction, probation, and deferred adjudication records. Generally, arrest records (pending charges) will not be used as the basis of employment decisions unless required or allowed by law. Favorite's Travel Department, as well as other recruitment/staffing departments may be required to run periodic criminal background checks (CBCs) as per client requirements, policies and/or expectations.

#### 4.0 Notification, Acknowledgement and Authorization

Most state, local municipalities and clients that are serviced by our organization do require a criminal background investigation as a condition of employment. Favorite will inform each employee of the need to complete a criminal background investigation.

The employee will be requested to furnish the necessary information to conduct the background investigation, agree to this policy statement and be required to sign any additional authorization forms.

This authorization permits Favorite to conduct a criminal background investigation, allows the appropriate vendors, agencies or service bureaus to obtain and release criminal history information to Favorite. Furthermore, you authorize and understand that Favorite may need to share the results of the investigation with the client facilities where the individual may be assigned (or with other requestors as described in 5.0).

For current employees, a periodic update of criminal history records will be conducted when required by law or as required by clients and/or their agents.

#### 5.0 Confidentiality

All records obtained in the criminal background investigations will be treated as confidential information and may be shared with clients, and their agents, prior to staffing the employee or during staffing at their facilities. When required by law, the employee will be provided with a copy of his or her investigation report. Additionally, these records may be released, as needed, to external client auditors (for example, New Jersey Hospital Association) and company survey/certification/accreditation agencies (for example, The Joint Commission) requiring access to employee files.

#### 6.0 Cost

Favorite will generally bear the cost of the criminal background investigation if it is required for employment. Some laws provide the employee with an appeal procedure should the results of their background investigation disqualify them from employment. Employees who utilize these appeal processes may be required to pay the associated fees.

#### 7.0 Ineligibility for Employment

7.1 In accordance with applicable law and the individual employment policies of Favorite's clients, employees with a history of certain criminal offenses may be ineligible for employment. If the results of the background check information potentially could disqualify the individual from employment with Favorite Healthcare Staffing, Inc., they will be afforded the opportunity to dispute the results directly with Favorite's background check vendor and/or submit a statement to Human Resources for an individualized assessment to be conducted. When applicable, Favorite's criminal background check vendor sends a pre-adverse letter, FCRA Summary of Rights, link to the background check and post-adverse letters to the applicant/employee as directed by Favorite's Human Resources Department.

7.2 Items listed below will be considered during evaluation and/or assessment of the background check results and/or any subsequent requests for review.

- 7.2.1 The nature and gravity of the offense
- 7.2.2 The frequency of criminal acts
- 7.2.3 The job-relatedness of the violations
- 7.2.4 The nature of the job/position/client facility
- 7.2.5 The time elapsed since the conviction
- 7.2.6 Evidence of rehabilitation or completion of a sentence
- 7.2.7 Other relevant factors

7.3 Any employee who believes that they have been denied employment unfairly may utilize the company's Grievance Procedure.

#### 8.0 Consequences of Non-Compliance

Employees who falsify their criminal history information or fail to comply with any part of this policy will be subject to disciplinary actions up to and including termination/disqualification.

## 9.0 OIG/GSA (EPLS/SAM)

OIG (Office of Inspector General) and GSA (General Services Administration) checks will be periodically run on each new hire and employee. Adverse findings may be viewed as a disqualifier or termination from employment.

### **SUBSTANCE ABUSE POLICY**

**By accepting these Benefits, Terms & Conditions of Employment you are giving consent for Favorite to conduct drug screens.**

Favorite accepts its responsibility to all its employees to provide a safe work environment. Favorite also recognizes its responsibility to its clients and to the public to ensure that their safety and trust in our organization is protected. In accordance with this, and in compliance with the federal Drug Free Work Place Act of 1988, Favorite is committed to maintaining a Drug Free Work Place.

To ensure that the company meets its legal and ethical requirements, the following Substance Abuse policy has been implemented. Employees should read the contents of this policy carefully as they will be held responsible for understanding and complying with it. This policy explains your rights and responsibilities as they relate to Favorite's Drug Free Workplace and Drug and Alcohol Testing programs. Compliance with this policy is required as a condition of employment.

#### 1.0 Covered Employees

This policy applies to employees and prospective employees of Favorite who provide or will provide temporary services to the organization's clientele.

#### 2.0 Policy

2.1 Favorite prohibits the use, possession, transfer, diversion, or sale of alcohol and/or illegal drugs or prescription drugs obtained illegally while working; or on any premises owned or operated by the company and its clients. It also prohibits reporting for work, on behalf of Favorite, under the influence of alcohol and/or illegal drugs and reporting for work, on behalf of Favorite, under the influence of prescription drugs that adversely affect work performance or impairs the employee's ability to complete work assignments.

2.2 Violation of this policy may result in disciplinary action, up to and including termination. "Illegal Drugs" means illicit drugs and controlled substances, and includes prescription medications, which contain a controlled substance and are used for a purpose for which they were not prescribed or intended.

#### 3.0 Consequences of Non-Compliance

Employees who are found to be in violation of this policy will be subject to disciplinary actions up to and including termination. Disciplinary actions may also include, but will not be limited to formal reprimand, suspension without pay, or other actions as required by state and local regulatory authorities.

#### 4.0 Drug/Alcohol Testing

##### 4.1 Pre-Employment Drug Testing

Favorite requires successful pre-employment drug testing as a condition of employment for all employees. Once directed by branch office personnel, the new employee must report for testing at the pre-arranged time and the approved site. Employees not meeting this requirement may be disqualified from employment for the interim and can reapply after six (6) months. Furthermore, many of our clients require pre-employment drug testing of all employees placed on assignment at their facilities. Therefore, when stipulated by service contract or agreement, and/or in accordance with state law, Favorite will require its employees to comply with the client's policies and procedures to be eligible for work assignments with that particular client.

#### 4.2 Reasonable Suspicion And Post Accident/Injury Testing

An employee will be requested or required to undergo a drug and/or alcohol test if there is a reasonable suspicion, and/or for cause, that the employee: (1) is under the influence of alcohol and/or illegal drugs; (2) has violated the policy statement above, and/or Favorite's Drug-Free Work Place policy; (3) has caused himself/herself or another person to sustain a personal injury , (4) has caused a work-related accident, or (5) upon client request/expectation/requirement.

If impairment is alleged and when notified appropriately and timely Favorite will take reasonable precautions to protect the safety of the employee involved, whenever possible.

#### 4.3 Right to Refuse to Undergo Drug and Alcohol Testing and the Effect Thereof

Any applicant or employee has the right to refuse to undergo drug and/or alcohol testing. An applicant or employee who refuses to be tested or whose behavior prevents meaningful completion of drug and/or alcohol testing will be subject to disqualification, termination or other disciplinary action in conformity with company policy. Refusal to submit to a post-accident/injury test may also affect the employee's ability to receive workers' compensation benefits.

#### 4.4 Rights in Case of a Negative Dilute

If a test result comes back as a negative dilute, the applicant or employee will be required to undergo an additional drug screen within 24 business hours. If the second drug screen comes back as a negative or negative dilute then the drug screen is considered negative.

#### 4.5 Rights in Case of a Positive Test

4.5.1 Confirmatory Test – if the initial results on a drug test are positive, the sample tested will be subject to a second, confirmatory test. No employee will be terminated, discipline, discriminated against solely based on an initial positive result.

4.5.2 Medical Review Officer (MRO) - If the confirmatory test is positive, the applicant or employee will be notified of the test results by a MRO of the screening vendor and will be allowed to submit information, directly to the MRO, to explain the positive test result. The MRO will either confirm the positive result or determine that the test result is negative. The applicant or employee must communicate *directly* with the MRO within in the defined period as set by the MRO. Non-communication may result in upholding the positive result and subsequently disqualification or termination.

4.5.3 Second Confirmatory Test - If the employee is not satisfied with the positive test result he or she may, at his or her own expense, request a second confirmatory retest of the original sample, conducted either by the original testing laboratory or by another licensed laboratory.

#### 4.6 Additional Rights of Applicants & Employees

An applicant or employee who undergoes drug testing, upon their request, may be verbally provided with the results. The drug screen test results are the property of Favorite and cannot be copied and given to the employee unless required by law.

#### 4.7 Consequences of A Positive Test Result

4.7.1 If an applicant has a positive confirmatory test on a pre-employment test, any conditional job offer will be withdrawn immediately and the applicant will be ineligible for employment with Favorite until they satisfy a two-year waiting period.

4.7.2 If an employee has a positive confirmatory test on any drug screen, that employee will be terminated.

4.7.3 A positive confirmatory post accident/injury test may affect the employee's eligibility to receive workers' compensation benefits (*see also Worker's Compensation section*).

#### 4.8 Confidentiality

The fact that an employee has been requested to or required to take a drug and/or alcohol test, the results of the test, and information acquired in the alcohol and/or illegal drug testing process shall be treated in a manner consistent with the company's treatment of other private and confidential information concerning employees (see Employment Relationship section). Voluntary disclosure by an employee of the excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug and/or alcohol-related discipline or proceedings will also be treated in a manner consistent with the company's treatment of other private and confidential information concerning employees.

#### **SAFETY RULES**

Unsafe work conditions or practices create loss or risk of loss to both the company and its employees. Favorite has established the following safety rules to minimize loss and establish minimum guidelines for working safely. It is each employee's responsibility to apply these and all accepted standards of loss control, as well as follow all assigned client facility policies.

1. Whenever an employee is involved in an accident of any kind that results in personal injury or property damage, no matter how small, the accident must be reported as soon as possible to Favorite and the client facility. The employee's ability to claim workers' compensation benefits may be affected if a work-related injury is not reported timely.
2. An employee must immediately report, to Favorite and to the client facility, a condition or practice the employee believes may cause injury or property damage.
3. Employees should follow all state reporting requirements when there is suspected child or elderly abuse or neglect.
4. Favorite is certified by The Joint Commission. The Joint Commission's standards relate to quality and safety of care issues. Anyone believing that he/she has pertinent and valid information about such matters should report these to the management of Favorite Healthcare Staffing. If the concerns cannot be resolved through Favorite, the individual is encouraged to contact The Joint Commission directly by fax at 630-792-5639 or via their web site at [www.jointcommission.org/GeneralPublic/Complaint](http://www.jointcommission.org/GeneralPublic/Complaint).
5. Equipment that is not in safe condition should not be operated.
6. Employees must obey all company and client rules, federal, state, and local governmental regulations, signs, markings, instructions and assigned client policies and procedures.
7. When lifting, employees should use the approved lifting technique, i.e., bend knees, grasp the load firmly, raise load by keeping back as straight as possible. Employees should seek assistance for heavy loads, using gait belts and 2-person assistance when required by assigned client facility.
8. **Employees should follow OSHA and their client facility's policies and procedures when using any equipment. This includes, but is not limited to, lifts, pumps, gowns, gloves, shoe covers, masks, respirators, and safety glasses. With respirators, familiarize yourself with the make and model of respirator that is used at the client facility and assure you have undergone proper fit testing procedures and education.**
9. Employees should act professionally and courteously at all times.
10. Employees should use the right tools and equipment for the job. Tools and equipment should be used safely and only when authorized.
11. Each person is responsible for maintaining a clean and orderly work area as applicable at their assigned client facilities.
12. Employees should be familiar with their environment and know where all exits are located. Escape routes should be planned in case of an emergency while following all assigned client facility policies.
13. The use of drugs or intoxicating beverages is strictly prohibited. (*Also, see Substance Abuse Policy*).
14. Avoid extended or unusual work shifts that could result in work schedule effects. These effects may lead to an increased risk of errors, injuries, and/or accidents. Therefore, Favorite suggests that employees work no more than 16 hours a day or 60 hours a week when applicable to the job assignment.

## **FLOATING**

Floating has become a way of life for all Healthcare Professionals, not just agency Healthcare Professionals. We believe that our Healthcare Professionals are best equipped for this new challenge and opportunity. As an agency employee, you already go to different units and hospitals on a regular basis. You have the skill set to adjust quickly to new people, new environments and learn your way around so you are truly effective. The more flexible you are, the more assignments you receive.

As a Favorite Healthcare Professional on assignment, you can expect to be floated to like-areas based on your work experience while on assignment at a client facility. However, if you feel that you are being treated unfairly or if you are put in an unsafe situation or one you are not qualified for, please contact your local branch office.

To help make floating easier, we wanted to give you the following tips:

- Before you begin your assignment or shift, find out which units you may be asked to float to, whether or not there is a specific rotation for floating Healthcare Professionals, and under which circumstances you can refuse. Floating should be limited to like-areas or units for which you are qualified.
- Know who your resource person is on the unit to which you float. Introduce yourself and ask questions.
- Be helpful to Healthcare Professionals floating to your unit. This will assist them in adjusting to the routine.
- Give the best care you can. Treat patients and their families as you would like to be treated.
- Remember patient care and safety always comes first.
- Be a valuable resource to the client by being flexible and taking your turn to float.

Favorite wants you to be a valuable resource to the clients and patients you serve. You make Favorite a great company and we appreciate your hard work and dedication.

## **CONTINUING EDUCATION**

Some states/localities have specific continuing education requirements for nursing pool/agency licensing or other state-specific regulations. Favorite will comply with these requirements and assist the employee in achieving the state-specific requirements, when possible or required by state regulation. Employees are required to comply with their own state/locality regulations. Also, please see the CEU reimbursement policy in this manual.

Below are examples of these state regulations: (the following list is not meant to be all inclusive):

- Dementia training in Massachusetts for specific disciplines and areas
- Minnesota continuing education requirements for CNAs
  - 12 CEU hours required annually
  - CEU time frame is calendar year beginning January 1<sup>st</sup>
  - For existing CNAs, all required CEUs must be completed by January 31<sup>st</sup> for the year ahead
  - For new hire CNAs, required CEUs must be completed within a month of hire for the remaining year.

## **ORIENTATION**

Orientation may be required at specific client facilities. Orientations are scheduled by clients and are designed to acquaint you with our clients as well as provide you with vital information and a sense of security when you accept your first assignment with the client. Favorite pays a flat rate for orientation for each employee classification. Those rates are:

<b>CANCELLATION/ORIENTATION PAY RATES (minimum of two hours for cancellation pay)</b> <i>List is not all inclusive. For more information contact your branch or Favorite's Payroll Department at the corporate office</i>	
Administrative Assistant/Secretary, Anesthesia Tech, Cast Tech/Ortho Tech, Certified Nurse Tech, Cook, Customer Service Rep, Dietary Aide, EKG Tech, Environmental Services, , Home Health Aide, Linen Tech, Medical Assistant, Medical Coder, Medical Collector, Medical Receptionist, Medical Records, Medical Transcriptionist, Mental Health Worker, Mental Health Counselor, Monitor Tech, Nurse aide/Certified NA, Nutritional Services/Dietary Tech, Ophthalmic Tech, Ortho Tech, Patient Care Tech, Phlebotomist, Psych Tech, Qualified Med Aide, Sitter, Transporter, Unit Clerk/Medical Secretary	\$10.00 or Federal minimum wage or state minimum wage, whichever is greater



Certified Medicine Aide, Certified Scrub Tech, Dental Assistant, Dialysis Tech, EEG Tech, EMT, Paramedic, LPN, Medical Lab Tech, OT Assistant, OR Technician, Pharm Tech, Project Coordinator, Scrub/OR Tech, Sleep Lab Tech, Social Worker, Sterile Processing Tech, X-Ray Tech	\$15.00
Audiologist, Cardiac Cath Tech, Cardiovascular Rad Tech, Case Management, CT Scan Tech, Certified OT Assistant, Certified RT, Clinical Research Associate/Contract Adm/Coordinator/Director/Nurse, Critical Care RN, CVOR Tech, Cytotechnologist, Echo Tech, Histotechnologist, Interventional Rad Tech, Mammographer, Med Tech, MRI Tech, Nuclear Med Tech, Nurse Anesthetist, Nurse Practitioner, OT, Pharmacist, Physical Therapist Assistant, Physical Therapist, Physician's Assistant, Polysomnographer, Rad Therapist, Rad Tech, Registered Dental Hygienist, Registered Dietician, Reg RT, RN, RT Board Eligible, ST, Ultrasound Tech, Vascular Tech	\$20.00

We recommend that you select four to five facilities to which you would like to be assigned. This will allow you to work for your favorite client as well as float among the others. If there is no assignment for you at your preferred facility, you can usually have adequate hours by working assignments elsewhere.

To attend orientation sessions, you must be scheduled through Favorite. You should show up with full uniform (including name badge) and appear neat and clean as if you were going to work. Jeans and casual wear are not acceptable. Orientations usually include a tour of the facility. You must always look and act professionally. Always carry your required licensure (or other documentation if your state does not issue paper licenses **and** if your assigned client requires) and CPR card to all assignments, including orientation. Also, **do not forget** to bring your time keeping app (mobile application) with you to the orientation session. Complete the electronic time card and have the in-service instructor sign the appropriate column to verify the orientation hours to receive pay.

Please review policies regarding processing and payment for orientation shifts with your local branch representative.

If there is not a formal orientation: When arriving in a facility for the first time it is your responsibility to ask your shift supervisor, manager, and/or client contact for an explanation of fire, code, and disaster procedures, the location of emergency equipment, as well as other facility protocols, policies, and other relevant procedures. When returning to a facility, arrive early to allow time to briefly refresh your memory before proceeding with your shift.

Do not be satisfied with just a reference to the facilities manuals; in an emergency, you will not have time to read them. It is your responsibility to be familiar with your assigned facilities procedures.

### **PERFORMANCE EVALUATION**

Your job performance will be periodically evaluated. Performance is evaluated based on the following: reliability, cooperation, attendance, skilled proficiency, clinical competency, job proficiency, appropriate appearance, branch/client relations, and supervisory ability (when applicable). Evaluations take the form of client feedback (annual) and branch personnel feedback (biennial).

Because Favorite relies on the direct supervision of the employee by our client facilities, all issues/complaints regarding an employee's job performance should be documented by the client and/or reported to Favorite. The following circumstances will be documented by the appropriate party and filed in the employee's file (paper and/or electronic):

- a. Infractions of expected professional conduct or dress code.
- b. Employee not reporting for scheduled assignment. ("No Show")
- c. Employee tardiness.
- d. Disobedience or insubordination while on assignment.
- e. Violation of Favorite's Substance Abuse policy.
- f. Theft, gambling, malicious gossip, and derogatory statements about any employee, patient, physician, or facility representative.
- g. Infractions of client policies and practices.
- h. Professional incompetence or violation of the Nursing Practice Act or other professional regulations.
- i. Cancellations to accept assignment from another agency, or excessive cancellations.
- j. Demonstration of poor or belligerent attitude, i.e. unprofessional conduct.
- k. Sleeping while on assignment.
- l. Failure to follow Occupational Health & Safety Standards, including Universal Precautions.
- m. Other circumstances as identified by the client or branch personnel.

## **PAYROLL PROCEDURES**

Favorite will abide by all local, city, county, state and federal regulations and ordinances. Additional information and/or paperwork may be required of employees as applicable to these regulations and ordinances.

Per Diem employees will be **paid** according to Favorites work week for the purpose of calculating weekly overtime. Favorite's work week begins Saturday at 7:00 a.m. and ends at 6:59 a.m. Each facility could potentially operate under a different work week as dictated in their contract with Favorite, which can affect when pay is generated for a specific shift, however all hours worked within Favorite's work week will be calculated and any overtime that you work will be paid accordingly (even if a shift or two are processed on a separate paycheck).

Contract or travel employees will be paid to their contracted work week for overtime purposes (regardless of any shifts worked at a facility other than where they are contracted to work that may fall into a different work week) and this work week will be stated in your assignment agreement.

Make sure that your time is completed in our mobile app (application) for each shift, have a manager or supervisor complete the "approved by" screen and sign their name in the app at the **end** of each shift (example: if a shift is scheduled to end at 3pm and the timecard is approved at 2:30pm, the shift end becomes 2:30pm). Once the time is signed and submitted, you are able to check your calendar in the app to ensure that your shift has been received by payroll. Our Customer Service department is available to you 24 hours a day, 7 days a week, to help answer any questions you may have regarding completing your mobile app time card.

Our mobile app time card system ensures accuracy, timeliness and peace of mind. A green circle around your shift date in your calendar confirms that payroll has received your mobile app time card. A red-broken circle indicates that your time has not been completed and has NOT been sent to payroll. **Time must be submitted to payroll by Sunday for the previous week ending on Friday or the time will not be paid until the next pay period. Also, late time received 30 days after time worked may require additional approval from the client and are not guaranteed to be paid.**

Some client facilities utilize their own unique time tracking methods in the form of a sign-in sheet or electronic time entry into their system (ex. Kronos, API). If the facility where you work does so, make certain to complete the appropriate line of the sign-in sheet and/or clock in and out in their timekeeping system so that your time is entered. Make sure to specify all the requested information for each shift you work regardless of the time keeping method used. You will be compensated according to the competency level for which you are screened and the area and client to which you are assigned. Any qualified employee is eligible to earn the highest respective rate. Pay rate information is available at the branch office for your review upon request.

*Periodically Favorite updates or changes their technology. You will be notified if/when Favorite changes the time entry processes or technology and you will need to follow any revised time entry procedures. You can contact Favorite's payroll department at the corporate office as needed.*

## **OVERTIME & HOLIDAYS**

Overtime pay will be due for work over 40 regular hours in one work week. Whether overtime pay will be due for staying beyond an 8 or 12-hour shift depends upon your respective state law. Favorite's per diem work week schedule is from Saturday (7 am - 3 pm shift) through Friday (11 pm - 7 am shift). However, while it is possible for shifts to be paid which fall outside of Favorite's workweek, for the purpose of calculating weekly overtime pay you will be paid according to Favorite's work week. Overtime pay for contract or travel assignments are paid overtime according to the assignment agreement for any and all shifts worked under the agreement. Holiday pay in various parts of the nation and at various client facilities differs. However, if Holiday hours worked are paid at time and a half they do not count towards overtime hours in the same work week (for example: if you work 48 hours and 8 hours are paid at a holiday rate of time and a half- no overtime will be paid.) Please verify with your local branch.

### **PAID FAMILY LEAVE/SICK LEAVE/DISABILITY**

Certain states and localities have laws regulating paid family leave, sick leave and disability benefits. Favorite will implement these regulations as stipulated by these laws. Temporary employees will be required to follow their state/locality employee requirements, as stated in the applicable laws and regulations.

### **ADDRESS/NAME CHANGES/TAX DOCUMENTS**

To ensure documents are sent to the correct addresses we need to have the most current address on file. Typically, your W-4 address is used. If you move or want your documentation, such as year-end W-2s, mailed to a different address, you must notify the Favorite branch of the new address and/or telephone number. If you marry and/or change your name, you must also notify us of the change. Also, please submit an updated W-4 and copies of all name changes on credentials (e.g. license/certification, social security card, driver's license).

***Remember: It is your responsibility to keep the local office informed of any name, address, e-mail or telephone number, tax residency changes. For your convenience, you may make updates on our website by logging in with your user name and password.***

Local regulations may require that specific taxes be deducted based on where an employee lives and/or works. You are required to make a declaration of your permanent address which will determine your tax residency.

### **NAME BADGES**

When you complete the interview process, you will receive a Favorite name badge. As proper identification, Favorite employees must wear this name badge while working. Other client personnel working with you must be able to identify you according to name, class, and employer. (Some clients issue agency employees a generic name badge. Check with your local branch regarding specific client requirements.) Should you lose or damage your name badge, please call your branch office for a replacement.

### **DRESS CODE**

All employees of Favorite are expected to maintain a professional appearance. The requirements of appropriate dress may change from client to client and all employees are expected to be familiar with and adhere to the dress codes of the client to which they have been assigned. In the absence of a client dress code, Favorite requires that you follow these guidelines:

- Maintain a high level of personal hygiene/cleanliness, keeping hair, fingernails, etc. neat and clean.
- Perfumes, colognes, and aftershaves can trigger allergic reactions in patients and co-workers. Please be prudent in your use of these.
- Scrubs and uniforms should be neat, clean, and in good repair. All clothing worn should be consistent with your identity as a member of the healthcare profession and in keeping with assigned client requirements.
- Wear name badges as noted in section above.
- Jewelry should be of a type that will not interfere with your work, potentially cause injury to patients, or be easily grasped or snagged. A watch with a second hand is required.
- Artificial nails are prohibited.
- **Adherence to all client-specific dress/personal appearance codes/policies is required even if more stringent/restrictive than Favorite's policies.**

### **TRANSPORTATION**

You are expected to provide your own transportation. Transportation conflicts will not be an acceptable reason for canceling. If you rely on public transportation, take whatever measures necessary to ensure early arrival. If you have accepted an assignment, you are responsible to get to the assigned facility/location. Depending on the assignment travel requirements, company insurance requirements or upon client request, you may be asked to provide Favorite with documentation of current auto insurance coverage and valid licensure. Certain assignments, where there is relocation or temporary housing required, may include coverage for transportation. These will be identified by a written assignment agreement.

### **NATIONAL OPERATIONS CENTER**

Our National Operations Center is staffed with highly trained professionals 24 hours a day, 365 days a year. We do not use pagers or voice mail during "off hours." The National Operations Center staffs and schedules for the branches when they close for the day/weekend/holiday/emergencies.

We work hard to meet your employment needs. Each branch location is assigned a primary coordinator familiar with the needs of that location. We use a computerized scheduling system to match your availability, competencies and experience, with client needs. Our National Operations Center is like having the branch office open 24 hours a day. You can take care of your schedule at any hour of the day or night.

### **WORKER'S COMPENSATION**

Favorite Healthcare Staffing provides you with Worker's Compensation Insurance. Thus, any injury, regardless of how insignificant it may seem, must be reported to your shift supervisor and Favorite as soon as possible. In most states, if your injury does not require emergency treatment, Favorite will require you to seek medical attention from a healthcare provider designated by Favorite. Contact your local branch office for more information and details.

If your injury requires emergency treatment, you should seek medical attention from the nearest, most practical source. Follow-up treatment, however, should be obtained from a healthcare provider designated by Favorite. Prior authorization may be required for some procedures. Worker's Compensation benefits are administered in accordance with each state's legal requirements.

It is the policy of Favorite to drug test all employees providing notice or making a claim, regardless of fault, if they experience an on-the-job injury. The drug test will be performed within the first 24 hours of the occurrence and failure to submit a drug test within 24 hours will be deemed a refusal and may be subject to disciplinary action. The branch office will facilitate the drug test request, assisting with arrangements for the employee to be driven to the testing site if necessary and/or possible.

### **PROFESSIONAL LIABILITY INSURANCE**

Favorite will provide you with professional liability insurance to cover errors, omissions, or incidents while performing duties within the course and scope of your Favorite employment. To preserve this coverage, it is your responsibility to immediately report to Favorite any actual or alleged incident involving patient injury or death. In addition, you must cooperate with all provisions of the applicable medical professional liability insurance policy and that of Favorite's attorneys. The policy is null and void if the error, omission or incident occurred while under the influence of drugs or alcohol or was performed during the commission of a crime.

### **THE JOINT COMMISSION**

Favorite Healthcare Staffing, Inc. is a certified healthcare staffing agency under The Joint Commission. We have met national standards addressing how staffing firms determine the qualification, placement and competence of our staff and how we monitor performance. Certification recognizes our continued dedication and commitment to providing quality services to both clients and staff. Report concerns related to the quality and safety of patient care directly to the management of Favorite Healthcare Staffing. No disciplinary or punitive action will be taken against employees making a report. These issues may also be reported directly to The Joint Commission using the information found on their website at [www.jointcommission.org](http://www.jointcommission.org) or fax it to #630-792-5636.

### **DATA HANDLING**

#### **Information Collected**

Favorite uses technologies like cookies (small files stored on your browser), web beacons, or unique device identifiers to identify your computer or device so we can deliver a better experience. Our systems also log information like your browser, operating system and IP address. We also may collect personally identifiable information that you provide to us, such as your name, address, phone number or email address. In serving you, we may use or store your precise geographic location. Many devices will indicate through an icon when location services are operating.

**Use of Information**

Favorite's systems may associate this personal information with your activities in the course of providing service to you (such as pages you view or things you click on or search for).

**Protection of data**

Favorite takes reasonable steps to secure your personally identifiable information against unauthorized access or disclosure. We encrypt transmission of data on pages and mobile apps. However, no security or encryption method can be guaranteed to protect information from hackers or human error.

Information we collect may be stored or processed on computers located in any country where we do business. We may keep data indefinitely. We generally do not share personally identifiable information (such as name, address, email or phone) with other companies for marketing purposes.

**COMMUNICATION FROM FAVORITE VIA CELL PHONE, PHONE, TEXT AND/OR EMAIL**

By reviewing and accepting the electronic Benefits, Terms & Conditions of Employment you authorize Favorite Healthcare Staffing, Inc. (Favorite) to send text messages to your cell phone, notifications in the app, and/or email you to convey any information related to your employment with Favorite. Please check your email box spam folder frequently to assure Favorite's messages are not in this folder. You understand that standard text messaging rates will apply to any messages received from Favorite. You also understand that you or Favorite may revoke this permission in writing at any time. You agree not to hold Favorite or any agent of Favorite liable for any electronic messaging charges or fees generated, messages that were not received due to phone or email storage limits or provider restrictions, or any other damages caused by electronic transfer of information. **You further agree that in the event your cell phone number, cell provider and/or email address changes, you will inform your local branch office immediately. It is your responsibility to keep Favorite updated of any changes in your profile.**