

# Nursing Group, Inc.

## EMPLOYEE HANDBOOK

### INTRODUCTION

Nursing Group, Inc. Is hereinafter referred to as ("Company"). The goal of the Company is to promptly and efficiently provide high quality employees to contracted Clients at an affordable cost, consistent with industry standards. It is the responsibility of each employee to clearly implement these goals and to treat each Client in a trustworthy and professionally competent manner. The Company is an at-will employer and employees should understand that employment is not offered, contracted, or promised for any specific duration of time and or location. Employees have the right to terminate employment at any time, with or without cause and with or without notice, and the Company maintains the same right.

This handbook is designed to acquaint you with the Company and to provide information about working, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Company. One objective is to provide an environment that is conducive to both personal and professional growth. In the pages that follow, there may be references to the Company also referred to as "the company, COMPANY and or Nursing Group. In all instances, the name of one entity without the other will have the effect of reference to the entity that may apply.

Remember, no employee handbook can anticipate every circumstance or question about policy and procedure. The policies and procedures in this handbook are not intended to be contractual commitments. Thus, as the Company operates, grows and evolves, the need may arise and the Company reserves the right to revise, supplement, or rescind any policy, procedure or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes to the handbook as they occur.

If you have questions regarding this handbook or a statement contained herein, please contact the company administrator.

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## **Nature of Employment**

## **Section 1.1**

This handbook is intended to provide employees with a general understanding of our personnel policies. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with the Company.

However, this handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor the Company is bound to continue the employment relationship if either chooses to end the relationship at any time. You are an at-will employee.

In order to retain necessary flexibility in the administration of policies and procedures, the Company reserves the right to change, revise, or eliminate any of the policies and/or benefits described in the handbook, except for the policy of employment at-will. The only recognized deviations from the stated policies are those authorized in writing and signed by the Company designee.

## **Employee Relations**

## **Section 1.2**

The Company believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisor.

Our experience has shown that when employees deal openly and directly with management, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe the Company amply demonstrates its commitment to employees by responding effectively to employee concerns.

## **Equal Employment Opportunity**

## **Section 1.3**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the Company will be based on merit, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, ancestry, age, physical or mental disability, or any other classification protected by law. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. No employee of the Company will discriminate against any applicant or fellow employee because of the person's veteran status.

Any employee with questions or concerns regarding any type of discrimination in the workplace is encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## **The Company's Responsibility Under The Americans With Disabilities Act**

## **Section 1.4**

The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability. The Company is an equal opportunity employer, observes and conforms to the ADA. The Company ensures it does not discriminate regarding application procedures, benefits, compensation, dismissal, disciplinary actions, evaluation, hiring, job assignments, lay-off/recall, leave practices, medical examinations, pay, promotion, recruitment, testing, training, and all other employment-related activities. The ADA prohibits an employer from retaliating against an applicant or employee for asserting his rights under the ADA. The Act also makes it unlawful to discriminate against an applicant or employee, whether disabled or not, because of the individual's family, business, social or other relationship or association with an individual with a disability.

## **Outside Employment**

## **Section 1.5**

An employee may hold a job with another organization as long as he, she, or the other organization does not compete against the Company, and the employee satisfactorily performs his or her job responsibilities with the Company. All employees will be judged by the same performance standards and will be subject to the Company's scheduling demands, regardless of existing outside work requirements. If the Company, at its sole discretion (decisions in this regard will be reasonable), determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Company as stated (verbal or written), and as modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Company.

If an employee should decide to seek outside employment it is required that the employee notify the Company in writing prior to engaging such employment. If a job-applicant is otherwise employed (and/or intends to maintain or secure a second job) at the time of making application with the Company, applicant's employment status must be revealed in writing to the Company when application is made.

Outside employment will present a conflict of interest if it has an adverse impact on the Company, as determined by the Company.

## **Non-Disclosure, Confidentiality**

## **Section 1.6**

It is the responsibility of all employees to safeguard sensitive company information. The nature of our business activity is such that the well being of our Clients and the company is dependent upon protecting and maintaining proprietary information. The protection of confidential business information and/or trade secrets is vital to the interest and the success of the Company. Continued employment with the company is contingent upon compliance with this policy. I agree to comply with this stated policy. Such confidential or proprietary information includes, but is not limited to, the following examples:

- Client's lists and names
- Information related to Company patrons/clients
- Financial information, including employee salaries, and Client financial information
- Labor relations strategies
- Marketing strategies
- Pending projects and proposals
- Price lists
- Vendor suppliers' names
- Discounts or terms
- Billing rates charged to patrons/clients, as applicable.

Company information must be maintained in a manner that will ensure no visitor or non-employee is able to view a file or confidential information.

The signing of the Employee Acknowledgment Form is my agreement not to disclose confidential information, including, but not limited to, the information above listed. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and other action as necessary, even if they do not actually benefit from the disclosed information. Upon termination, I agree not to disclose confidential, proprietary information, or trade secrets, which were learned while I was employed. Further, I understand that to reveal confidential, proprietary information, or trade secrets may subject me to legal action, including injunction proceedings, and I hereby consent to the order of an immediate injunction, without bond, from any court of competent jurisdiction, enjoining and restraining me from violating or threatening to violate this provision. Without regard to the specific statement above, and in supplement to the above statement, all employees' records and work history maintained by the Company, is always the property of the Company.

## Employment Categories/Classification

## Section 2.1

It is the intent of the Company to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the at-will employment relationship at any time is retained by both the employee and the Company.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by the Company management.

In addition to the above categories, each employee will belong to one other employee category:

**Regular Full Time** - Employees are those who are not in a temporary or introductory status and who are regularly scheduled to work the Company's full-time office staff schedule. Generally, they are eligible for the Company's benefit package if offered, subject to the terms, conditions, and limitations of each benefit program. A full time employee should regularly work at least a forty (40) hour workweek.

**Regular Part Time** - Employees are those hired to work fewer than forty (40) hours per week on a regular basis. Only includes office staff.

**PER-DIEM/PRN**- Employees classified as such are those hired to work as needed by COMPANY to provide per-diem as needed services to COMPANY contracting parties. Per diem employees are:

- Paid based on the number of hours worked and classified as non-exempt.
- May work up to or exceed 40 hours per week
- Not benefits eligible
- At will employment
- Have no maximum nor minimum duration of employment
- No guaranteed hours from beginning of employment until termination and or separation

**Temporary Employees**- Positions which employees are hired to work for periods not to exceed six months by contracting parties. Temporary Employment employees are:

- Paid based on the number of hours worked and classified as non-exempt.
- May work up to or exceed 40 hours per week
- Not benefits eligible
- At will employment
- Have a maximum duration of six (6) months, with no permanent, full or part time employment offered by the contracting party nor COMPANY.

Once temporary employment ends no guarantee of further employment is made by Company nor the contracting party.

Introductory employees are those whose performance is being evaluated to determine whether further employment in a specific position or with the Company is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classifications.

The introductory period is intended for training and evaluation and to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Company uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the Company may end the at-will employment relationship at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Any significant approved absence will automatically extend an introductory period by the length of the absence. If the Company determines the designated introductory period does not allow

sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period as determined by the director, administrator.

Upon satisfactory completion of the introductory period, employees enter the one of the classification determined in section 2.1 of the Employment Categories/Classification. During the introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After becoming classified employees, they may also be eligible for other Company-provided benefits if offered, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

### **Employment Reference Checks**

### **Section 2.2**

To ensure that individuals who are employed by the Company are well qualified and have a strong potential to be productive and successful, it is the policy of the Company to check the employment references of all applicants. At the Company's request a background check on an employee during the application stage, the introductory period, or at any time during employment. The Company may also require pre-employment drug screening. The Company will respond to all reference check inquires from other employers provided there is written authorization and release signed by the individual who is the subject of the inquiry.

### **Personnel Data Changes**

### **Section 2.3**

It is the responsibility of each employee to notify the Company of any changes in personnel data, including, but not limited to personal mailing addresses, telephone numbers, licensure or registration, emails, names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other relevant information. Employee data should be accurate and current at all times. If any personnel data has changed, promptly notify the Company within seven (7) days of any changes. All employees must provide a current mailing address. If a Post Office Box is used for a mailing address, a physical address must be provided, with a home telephone number, as well.

### **Employment Application**

### **Section 2.4**

The Company relies upon the accuracy of information contained in the employment packet, as well as the accuracy of other information presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Company's exclusion of the individual from further consideration for employment or, if the person has been hired, may result in termination of employment.

### **Performance Evaluation**

### **Section 2.5**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation will be conducted at the end of an employee's initial 90-day period of hire, known as the introductory period. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals. Each manager and employee will set the employee's individual goals. Performance evaluations are scheduled approximately every 12 months, coinciding generally with the anniversary of the employee's original date of hire.

Merit-based pay adjustments may be awarded by the Company in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this formal performance evaluation process. Salary increases are given on a merit basis. Each staff member's performance is generally reviewed at least once every year and salary is adjusted to insure that each employee is compensated commensurate with his or her responsibilities and performance. Such review involves discussion with the Company and Office Manager and the employee. No pay adjustment is inferred or guaranteed by this section. COMPANY can provide an evaluation form.

## **Harassment In the Workplace**

## **Section 2.6**

The Company is committed to providing employees with a work environment that is free of harassment or intimidation based on sex, age, religion, ethnicity, race or sexual preference. Harassment of any kind is strictly prohibited and will not be tolerated. Prohibited conduct includes unwelcome sexual advances, requests for sexual favors, visual forms of a sexual or offensive nature, or other verbal, visual or physical conduct of sexual, racial, ethnic or age-related nature which creates a hostile, intimidating, or offensive work environment. The Company also prohibits harassment, slurs, jokes, or other verbally or physically offensive conduct against workers based on sex, age, religion, ethnicity or race. Harassment of co-workers is intolerable, against the law, and will result in appropriate discipline, up to and including termination. All employees are expected to be sensitive to the individual rights of their co-workers.

Employees who believe they have been harassed should report it immediately to your supervisor/Office Manager and to the highest Company official available. Incidents of suspected harassment should be reported as soon as possible so that the Company can undertake a prompt investigation. If the worker's immediate supervisor is the source of the alleged harassment, or the employee feels that he or she cannot discuss the problem with his or her supervisor, the employee should immediately report the problem to the Office Manager/Company official, the Company's highest ranking official on duty. The Company will promptly investigate all claims of harassment in a confidential, objective and thorough manner and take appropriate corrective action for conduct in violation of this policy, up to and including discharge of any officer, manager, supervisor, or employee. Employees who observe incidents of harassment should report such conduct to their supervisor. The Company prohibits retaliation, harassment, or intimidation of employees who complain regarding harassment based on sex, age, religion, race, or ethnicity and or sexual preference.

## **HIPAA Compliance**

## **Section 2.7**

The United States Congress in 1996 passed the Health Insurance Portability and Accountability Act (HIPAA). Among other things, HIPAA establishes and implements security standards designed to protect the privacy of an individual's health and medical information. Compliance regarding HIPAA is in supplement to the confidentiality statement(s) elsewhere in this handbook.

The Company strictly adheres to HIPAA privacy requirements. This includes, but is not limited to, the necessity for each and every Company employee to maintain the privacy, and proper usage, of each patron's and employee's records and all health related information, as applicable. All such information must be held in a confidential manner. If you have a question regarding compliance, ask the Office Manager before acting, as the consequence for disregarding HIPAA can be termination of employment.

## **Company Safety Policy**

## **Section 2.8**

**Safety:** The personal safety of each employee of the Company is, and always will be, of primary importance to the Company. Safety is an overriding responsibility that demands attention from every person in the Company. Safety is every person's job.

**Responsibility:** It is the responsibility of all of us to create a safe working environment and ensure safe performance in that environment. However, providing a safe environment is only the first step. To be successful, such a program must embody the proper attitudes toward injury and illness-prevention on the part of the managers, supervisors, and all employees. It also requires cooperation in all safety matters, not only between management and employees, but also between each employee and his or her fellow workers. Only through such a cooperative effort can a safety record in the best interest of all be established and preserved.

**Workplace Injury:** It is each employee's duty to immediately report to their Supervisor or the Office Manager any work-related or on the job injury. Any employee who fails to immediately report an on the job incident which leads to the injury of the Employee or a co-worker may be disciplined, up to and including termination. All injured are subject to drug and alcohol testing. This policy is necessary to permit the Company to comply with federal and state laws with respect to workplace safety and employee rights under state workers' compensation laws. It is absolutely essential that each employee report any on the job injury, no matter how minor, to their Supervisor or Office Manager.



## **Employee Benefits**

### **Section 3.1**

The company does not offer any employee benefits at this time.

## **Holidays**

### **Section 3.2**

Holiday pay differs with each facility. Please contact your supervisor for a list of holidays that are paid at time and ½ of employees base rate.

## **Paid Time Off, Vacation Benefits**

### **Section 3.3**

The company does not offer paid time off or vacation benefits as of this time.

## **Family and Medical Leave Act**

### **Section 3.4**

The Family and Medical Leave Act do not apply to the Company.

## **Sick Leave**

### **Section 3.5**

The company does not offer paid sick leave. Regarding the occasional illness: Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday **with a minimum of 8 hours notice is required**. The direct supervisor must also be contacted on each additional day of absence. If the employee is absent for two consecutive days due to illness, the Company is allowed to and may ask the employee for a doctor's note to verify illness before the employee is allowed to return to work. Telephone number to call in is 512-388-0123, please do not text or email your sick call in.

## **Bereavement Leave**

### **Section 3.6**

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. A family member includes the spouse, child, mother, father, in-laws, sibling, or domestic partner of the employee. No reimbursement for bereavement leave is offered.

## **Jury Duty**

### **Section 3.7**

Employees called for jury duty will not be compensated while serving.

## **Witness Duty**

### **Section 3.8**

The Company encourages employees to appear in court for witness duty when subpoenaed to do so. A copy of each subpoena should be given to the Company immediately upon receipt so the Company's operating requirements can be adjusted as necessary to accommodate the employee's absence. The employee is expected to report for work when the court schedule permits and as soon as the employee's witness duty is completed.

If the employee has been subpoenaed or otherwise requested to testify as witness by the Company, the employee will receive paid time off for the entire period of witness duty. Court duty will be reimbursed at non-clinical pay, which is 20% of the base rate. Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than the Company.

## **Time Keeping and Attendance Policy**

### **Section 4.0**

**Time Keeping:** Accurately recording time worked is the responsibility of each employee. Federal and state laws require the Company keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. For each shift employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Any non-exempt employee signing in before the beginning of their shift will only be paid from the time their scheduled shift was to begin unless (1) the Company has asked the employee to begin the scheduled shift early, and (2) the start time is initialed/signed by the proper Company designee.

Those non-exempt employees failing to sign out at the end of their shift will receive a verbal warning on first offense, written warning on second offense, and a final written warning on third offense they are then subject to termination. Any employee failing to sign out and found leaving before the end of their scheduled shift is subject to immediate termination. Those employees not signing in/out for their scheduled lunch break will be automatically docked for that time unless there is an approved "NO LUNCH" form signed by the proper contracting party person authorized to sign timesheets.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign their time record to certify the accuracy of all time recorded, as applicable. The Company will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the Company designee must verify the correction or change.

Regular time is considered as 40 hours regular worked time within a pay week. Hours exceeding 40 worked hours in a particular pay week will be paid at time and a half. Your Supervisor and or contracting party supervisor must approve all overtime in advance. Overtime will be rounded to the nearest minute for reporting and pay purposes.

Understanding that a normal workweek is 40 hours of regular time, all employees should strive to accomplish all necessary duties within that time. However, depending on the job schedule, employees may be required to stay late or come in early on a particular day within the workweek. If this should occur, employees should try to adjust their schedule within the same week, and based on the job schedule, to leave early or come in later in an attempt to avoid overtime. Employees are responsible for communicating with the proper Company designee on a daily basis as necessary, concerning their time and plans for proposed schedule adjustments. If, due to scheduling of jobs and/or the needs of the Company, the employee cannot adjust his or her schedule to avoid overtime and there is no other alternative, overtime status will be granted with the approval of the proper Company designee. Again, communication with the proper Company designee on a daily basis is necessary.

It should be recognized and understood that overtime, and certain work obligations, other than that which is regularly assigned and scheduled, may be required. All overtime will be noted clearly on your check stub. Unauthorized overtime may result in disciplinary measures.

**Attendance and Punctuality Policy:** The Company expects all employees to practice good attendance habits. Good attendance habits are an integral part of every employee's job description, and include, but are not limited to the following:

- Appearing for work no earlier than 5 minutes prior to the start of the shift and no later than the start of the shift. In other words, the Company expects employees to be reliable and to be punctual in reporting for scheduled work
- Signing-in with the office manager upon appearing for work
- Being at your workstation ready for work by the start of the shift
- Remaining at your workstation unless the needs of the job require being elsewhere, without regard to authorized breaks
- Taking only the allowed break time
- Remaining at work during your entire shift, unless excused by a supervisor or manager
- Leaving promptly at the end of your shift unless you have been otherwise instructed
- Calling in and personally notifying your supervisor or another member of management if you are going to be tardy, unless a verifiable emergency makes it impossible to do so.
- It is necessary that all calls regarding tardiness be to a supervisor, and not to a co-worker

Remember, absenteeism and tardiness place a burden on other employees and on the Company. As stated, in the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, the employee shall notify the proper Company designee no later than 30 minutes prior to the anticipated tardiness or absence. Failure to do so will result in consideration of job abandonment and result in termination. Frequent absenteeism, with or without notice, shall constitute grounds for termination, as shall frequent tardiness in reporting for work.

Poor attendance (in excess of five absences excused or unexcused, documented tardiness in a twelve month period) and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including immediate termination of employment. Documented tardiness may be evidence of timesheet punch in and out.

### **Timesheets**

### **Section 4.1**

I agree to be paid on an hourly basis. Therefore, all time slips should be submitted by me, by **Sunday 12:00 Noon Central Standard Time**. If time slips are not submitted by the payroll period, then pay due me will be rolled over to the following week, or when submitted. If submitted untimely, pay will be within 60 days of submission. COMPANY staff will not call me to remind me to submit a time slip. If my timesheets are incomplete or inaccurate when compared to facility times I will be paid using the facility time logs. Employees working at facilities using electronic timekeeping methods will be compensated using facility logs.

### **Reimbursable Business Expense**

### **Section 4.2**

The Company recognizes that occasional business expenses will be incurred in the pursuit of business. Qualifying business expenses should be submitted for approval and payment before the end of each pay period. Reimbursement is intended to compensate the employee for any expenses reasonably incurred in furtherance of Company business. Travel between home and work is not reimbursable. Any tools, supplies, travel expenses, or other items must have approval by management prior to purchase. The expense report must be signed and dated by the employee and manager. Employees using personal vehicles in the pursuit of business will be compensated by the current rate provided by the Company.

### **Dress Code and Personal Appearance**

### **Section 4.3**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the Company presents to patrons/clients and visitors. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of his or her position and facility. If an employee requires a reasonable accommodation regarding dress for religious reasons, he or she should contact their supervisor in this regard.

Dress and appearance is a direct reflection on the level of professionalism in the company. Therefore, all employees shall follow these basic guidelines in regard to dress and personal appearance. Management reserves the right to require additional appropriate standards as necessary. All employees should dress in a manner that is in keeping with the accepted standards of professional office attire. .

Unacceptable attire includes denim pants, jeans, denim dresses, denim skirts, sundresses, sheer fabrics, Capri pants, leggings, stirrup pants, casual pants like khakis and cotton twills, sweat pants, sweat shirts, tank tops, polo shirts, sport shirts, shoes with an open toe, athletic shoes, sandals, and flip flops. Employees are required to comply with the Company's dress code policy. Refusal to comply or repeated violation of this policy can lead to disciplinary action up to and including termination.

## **Payroll/Salary**

## **Section 4.4**

Employees are paid every Friday, for the previous week's work, based on a Sunday through Saturday workweek. In the event a regularly scheduled payday falls on a day off such as a holiday, each employee will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation unless the employee is paid by the direct deposit method. If the pay is by direct deposit, the pay will be transacted as usual. You may view your paycheck information on the web at <https://viewmypaycheck.intuit.com/> and or via our link provided to you on our website under forms. Call the COMPANY office for the password to access the forms page. Employee agrees not to discuss salary and or any other forms of compensation with any person or entity or any other employees of COMPANY or any person from the contracting facility. Doing so may be grounds for termination.

## **Administrative Pay Corrections**

## **Section 4.5**

The Company will take all steps available to ensure that employees receive the correct amount of pay in each paycheck and that the employees are paid promptly on the scheduled payday. In the unlikely event there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the proper Company designee so the error can be corrected as quickly as possible. In the event of a payroll error pay will be adjusted by deduction or addition to the next payroll. Company does not provide actual checks for payroll all transactions are direct deposit.

## **Employment Termination**

## **Section 4.6**

Termination of employment is an inevitable part of personnel activity within any organization and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation-voluntary employment termination initiated by an employee.
- Discharge- involuntary employment termination initiated by the Company.
- Involuntary employment termination initiated by the Company for non-disciplinary or work performance reasons.

Upon termination the employee will receive the final amount after any damages and or monies due to COMPANY by direct deposit.

## **Scheduling**

## **Section 4.7**

The employee must contact COMPANY to make themselves available for continued employment and assignments. To report availability, the employee must call and or email COMPANY at 512-388-0123, email [staffing@nursinggroup.com](mailto:staffing@nursinggroup.com) by the end of the next business day after the conclusion of an assignment. Failure to contact COMPANY as agreed could jeopardize (may disqualify) the employee's possibility of receiving unemployment benefits.

## **Use of Phone, Mail Systems and Computers**

## **Section 4.8**

Personal use of telephones for long-distance or toll calls is not permitted. Employees should practice discretion in using office telephones when making local personal calls and may be required to reimburse the Company for any charges resulting from their personal use of the telephone. While any employer realizes that, from time to time, a personal call is necessary, the Company strongly discourages personal calls and urges each employee, if a personal call is absolutely necessary, to make personal calls on a scheduled break. Cellular phones should be turned off during work hours.

The use of the Company's computers for personal use or for Internet usage should be limited to uses and searches that pertain to the business of the Company. Should an employee need to use the computer or the internet for the purposes of checking/sending their own personal e-mail it should be done on a scheduled break/meal period and the use should not interfere with business practices and such use should only occur after obtaining the written consent of the Company/Contracting party. Any

personal internet access may result in disciplinary action up to and including termination from employment. The use of phones or computers may be monitored. Any personal internet access to content or materials which are of an offensive nature, including pornographic or obscene materials that may be reasonably considered inappropriate, will be considered willful misconduct and result in immediate termination. The use of Company paid postage for personal correspondence is not permitted unless approved by the proper Company designee. When approved, reimbursement to the Company should occur within thirty (30) days of the usage.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

### **Use of Equipment**

### **Section 4.9**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using Company and or contracting party property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify your supervisor if any equipment, machine, or tool appears to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees and others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

### **Copyrights, Patents, and Inventions**

### **Section 4.10**

The Company has complete ownership rights of all patentable, patents, copyrights, discovery, Websites, domains or other creations developed by the employee while using Company time, tools, data, and facilities. This ensures that employees respect the intellectual property rights of others. This includes any articles, materials, books, software or other information an employee writes while receiving Company compensation, with the exception of written materials not Company related for which an employee has received specific written permission from the Company.

### **Tobacco Use**

### **Section 4.11**

The Company wants to ensure a tobacco-free environment. As such, all tobacco use is prohibited during working hours and the policy is strictly enforced to comply with Company health and safety standards. During non-working time and in non-working areas, tobacco use is subject to the individual's choice. It is against Company policy to use tobacco in the workplace and in Company vehicles. Signs will be posted in customer areas stating "Thank you for not smoking." Smoking is restricted to meal and break times in designated areas.

### **Drug and Alcohol Use**

### **Section 4.12**

It is the Company's desire to provide a drug-free, healthy, and a safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Please note the following policy in effect at the Company.

### **PROHIBITION OF ALCOHOL, DRUGS, CHEMICALS AND OTHER ILLEGAL OR CONTROLLED SUBSTANCES**

The Company prohibits the consumption, or use, manufacture, dispensation, possession, distribution, promotion, provision, purchase, sale, transportation, concealment, transfer or storage of unauthorized, prohibited, illegal or controlled substances and substances related paraphernalia by all employees, Company contractors or subcontractors or their respective officers, employees, representatives, agents or any and all invitees, while employed or performing services or being present on Company and or contracting parties premises. If any individual fails to maintain policies and procedures to assure compliance with the above prohibition and the other provisions of this Drug Policy Statement

(hereinafter referred to as the Policy), they will be considered a material breach of your employment terms thus subject to immediate termination of employment.

As used in this Policy, "Company's premises" refers to all Company Facilities owned or operated and or company contracting parties whether real or personal in nature.

As used in this Policy, "substance" or "substances" refers to alcohol, drug(s), chemical(s) or other substances and such substances are considered unauthorized, prohibited, illegal, or controlled in the following cases:

Substances prescribed or restricted by the laws of the United States, the state or other political subdivision where the employee is engaged or where the Company premises are located, or where the employee is employed/contracted. Examples include alcohol, narcotics, depressants, stimulants, hallucinogens, cannabis and marijuana, and designer and synthetic drugs and chemicals, whether or not specifically listed in the Department of Health and Human Services guidelines, Department of Transportation rules or in other laws, regulations, rules or ordinances. Also, included are substances yet to be discovered that may affect or may have a propensity to affect a user in a manner similar to currently known unauthorized, prohibited, illegal or controlled Substances.

Prescription drugs and over-the-counter products used in a manner inconsistent with the prescription or recommended usage or which have not been found to be compatible with safe job performance considering the job duties of the user.

Misuse of permitted, legal, authorized or uncontrolled substances in a manner which will alter the mind, mood, behavior, emotions, reasoning, performance or physical function of the user, including by way of example, the misuse of various paints, glues, aerosols, aromatics and inhalants to produce such an effect on the user will result in immediate termination of employment and possibly reporting to the Licensing Board responsible for employees licensure.

## **Employees Responsibilities**

## **Section 5.0**

Employees shall be aware of the actions and side effects of all substances they use. The employee is responsible to refrain from working should they be under the influence of any substance including prescription medication which may cause physical impairment of any senses. The employee is also required to report any over-the-counter product (whether physician approved or not) which may affect work performance or safety by altering the mind, mood behavior, emotions, reasoning, performance or physical functions of a person. If there is any question whether a substance (e.g., prescription or over-the-counter) can be used safely in the workplace or has the potential to affect work performance or safety, the employee is to refrain from working any shifts until medically cleared by their physician. It is the employees responsibility to notify COMPANY should the potential for impairment be present.

Company will require all Contract personnel and employees affected by this Handbook to observe the following guidelines for use of prescription and over-the-counter products.

Prescription and over-the-counter products are to be kept in a container that is clearly marked with all pertinent information about usage and contents in a manner consistent with a pharmacy's or the manufacturer's labeling. All prescriptions are to be dated, in the employee's name and have the prescribing physician's name and prescription number on the label. The Company must authorize exceptions to this provision.

Prescription and over-the-counter products are to be used in a manner consistent with the instructions of the prescribing physician or as documented in the manufacturers' instructions.

Only the employee whose name appears on the prescription label may use the prescribed medicine: no other person may consume the prescribed medication.

All employees are required to report to Company within five (5) days of any conviction or plea of guilty or "no contest" to a criminal drug statute violation.

Unless prohibited by law, the Company may require all employees on Company premises to consent to searches by an authorized Company designees or appropriate law enforcement officials of the employee's vehicles and other personal effects for unauthorized, prohibited, illegal or controlled

substances or substances related paraphernalia. The Company shall be entitled to exercise its sole discretion in determining when and where searches are conducted. Such searches may utilize dogs.

The employee is responsible for ensuring the employee's invitees and all subcontractors, representatives or agents adhere to by the requirements of this Policy.

The Company, in tandem with the employee, will perform or cause to be performed all actions necessary for compliance with any federal, state or local law or regulation pertaining to substances and related issues.

The Company is covered by the following listed laws or regulations; thus the employee agrees to testing as necessary. The Company will provide all education, training and other functions for all employees mandated by the following regulations and laws to the extent such that regulations or laws are applicable to the Company and the employee:

DOT Programs for Chemical, Drug & Alcohol Testing of Commercial Vessel Personnel -- currently 46 CFR §§ 4, 5, 16

DOT Drug-Free Workforce Regulations -- currently 48 CFR §§ 223, 252

DOT Procedures for Transportation Workplace Drug Testing Programs -- currently 49 CFR § 40

DOT Federal Highway Administration Controlled Substances Testing --currently 49 CFR §§ 391, 394

Drug-Free Workplace Act of 1988 -- currently 41 USC §§ 701, 707

The employee will allow access to his or her property and records by the Company or its designee and by designated federal or state regulatory review personnel for the purpose of monitoring employee's compliance with applicable regulations or law.

The Company may require and employee will provide documentation in addition to the access to employee's property and records provided for above, for the purpose of monitoring compliance with this provision.

## **Company's Rights**

## **Section 5.1**

Company reserves the right to turn over to appropriate law enforcement authorities any unauthorized, prohibited, illegal or controlled substances or substances related paraphernalia found on Company premises.

Company reserves the right to bar from Company premises an employee whose involvement with unauthorized, prohibited, illegal or controlled substances becomes known to the Company.

If the Company notifies the employee it has reason to believe the employee is in violation of any provision of this policy, the Company may prohibit such employee from performing his or her assigned duty and may terminate employment. No employee so prohibited or terminated shall be permitted to return as an employee of the Company or again allowed on Company premises, unless and until such employee has undergone a medical examination which establishes to the satisfaction of Company, in accordance with its policy in effect at that time, that the employee's condition was not a result of the use of unauthorized, prohibited, illegal or controlled substances, or until Company has been provided with other evidence that such person's return would not violate the provisions of this Policy.

The Company reserves the right to revise and update this Policy from time to time and any such revision shall be effective and deemed a part of this Policy as of the date such revision or update is made and provided to the employee. The Company will be responsible for communicating such revisions to the employee in a timely manner.

**REMEMBER:** Violations of this policy may also have legal consequences.

Company **requires** random, post-accident and/or "for cause" drug testing. Refusal of a test will be considered a voluntary resignation of employment and may disqualify an employee from receiving unemployment benefits. This policy applies to all employees while performing business of the Company or while on the Company's property. This policy also applies to all applicants for employment.

## **Workplace Violence Policy**

## **Section 5.2**

The Company has a zero tolerance policy for violence in the workplace. Examples of prohibited acts are physical aggression, violent or threatening behavior, verbal or physical threats. Additionally, this includes any conduct that suggests violence. Such behavior includes, but is not limited to, excessive arguing, profanity, and threats of sabotage or the causing of physical damage to Company property.

The carrying of firearms or weapons of any type or kind on Company property or while on Company duty is prohibited. Employees should notify the Director of Operations or the Office Manager if they are aware of any restraining orders for any reason that are in effect, or of the existence of any other non-work-related situation with the potential to erupt into workplace violence.

All of the above described acts should be reported to your supervisor for investigation. The identity of the reporting employee will be confidential as necessary. Retaliation in any form against an employee who makes a report of workplace violence will not be tolerated.

If, after a thorough investigation, it is determined that workplace violence has occurred, appropriate corrective action will be taken, and discipline will be imposed on the offending employee(s). The level of appropriate discipline will depend on the facts in each case, and may include oral or written warnings, reassignment of responsibilities, probation, suspension, or termination.

## **Return of Property or Funds of Company**

## **Section 5.3**

Employees are responsible for all equipment, property, materials, or written information issued to them by the Company that is in their possession or control. Employees must return all Company property immediately upon request, when the job for which the equipment (or other issued items), is completed, or upon termination of employment. The Company may take all action deemed appropriate and permitted by applicable law to recover or protect its property. If the Company has issued property, including, but not limited to, a pager, cell phone or uniform, **or** if the Company has expended funds for the Employee in any capacity, or if the Company has advanced funds to an Employee, the Employee authorizes recovery of any cost associated with the issued property or funds advanced from the last pay check. Upon termination, the employee understands the signing of the Employee Acknowledgment Form authorizes, and constitutes consent to the Company deducting from the employee's last pay check, Or if notice of termination has been given in advance, from any and all paychecks necessary for the Company to be properly reimbursed.

## **Complaint/Dispute Resolution Procedure**

## **Section 5.4**

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to your employment you should follow the procedure described hereinafter to bring your complaint to the Company's attention.

*Step One.* Discussion of the problem with your immediate supervisor is encouraged as a first step. If, however, you do not believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two.

*Step Two.* If your problem is not resolved after discussion with your supervisor or if you felt a discussion with your supervisor was inappropriate, you are encouraged to request a meeting with the Company's highest management. In an effort to resolve the problem, management will consider the facts and may conduct an investigation.

The Company does not tolerate any form of retaliation against employees availing themselves of this procedure. Additionally, the procedure should not be construed as preventing or limiting the Company from taking disciplinary action against any individual up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the Company deems disciplinary action appropriate.



## **Progressive Discipline**

## **Section 5.5**

The purpose of this policy is to state the Company's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

The Company's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of disciplinary action is to correct the problem, prevent recurrences, and prepare the employee for satisfactory service in the future.

Disciplinary action may occur in for any of four steps - verbal warning, written warning, suspension with or without pay, or termination of employment - depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. And may result in immediate termination of employment with or without notice or cause.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, when still other offenses may occur, then this may lead to termination of employment. The Management/Employee Disciplinary Meeting Form should be completed at the time of the management/employee meeting regarding disciplinary actions.

The Company recognizes there are certain types of employment problems that are serious enough to justify either a suspension, or, in some situations, termination of employment, without going through the usual progressive discipline steps. Please review the Rules of Conduct.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the Company.

## **General Policies The Employee Should Know**

## **Section 5.6**

**Solicitation:** Solicitation, whether by employee, client, or patron is prohibited, unless pre-approved by the Company.

**Office Business Hours:** 9:00 a.m. – 5:00 p.m. Monday through Friday. Telephone availability is 24 hours per day 7 days per week. The office is to be covered by at least one employee at all times, unless other arrangements are secured with prior approval.

**Office Security:** The outside door to the Company's office should always be kept locked after 5:30 P.M. each workday. Care should be exercised that no visitor to the Company's office gains any information regarding other clients by reading any material left on desktops or other areas throughout the office, or by overhearing any confidential conversations. The office key should remain in an employee's possession at all times. No other non-employee should have access to the office key. Should you misplace or lose the office key, please notify the Company or the Office Manager so the appropriate steps may be taken to secure the integrity of the office. ALL client records should remain in the Company's office. NO copies should be made of client files and removed from the office.

**Visitors:** Because of liability, insurance, and operational considerations, the Company discourage non-business related visitors. Employees who are leaving the facilities with a non-employee should ask such visitors to meet them in the lobby or the Company parking lot, rather than entering Company facilities.

**Deliveries:** Personal deliveries to the office are to be limited. If such a delivery is required, the use of the employee name should be used without the Company name.

**No Privacy:** The Company reserves the right to inspect each employee's work area and personal items at any time. Employees should have no expectation of privacy in their workspaces, including desks, drawers, cabinets, file cabinets, or other assigned storage areas.

## Employee Conduct and Work Rules

## Section 6.0

To ensure orderly operation and provide the best possible work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of employees and the Company. Additionally, employees are required to adhere to the Rules of Conduct.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, although cause is not a requirement for discharge. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Failure to obtain and/or maintain required licensure, as necessary and if necessary.
- Falsification of company documents, including time cards, invoices, records or any report, either written or oral.
- Excessive tardiness or absenteeism, regardless of the reason. Absences of three (3) consecutive days without proper notification, OR absences for three (3) non-consecutive days without proper notification within a twelve (12) month period, and five (5) non-consecutive days with proper notification.
- Neglect of defined job responsibilities and assignments.
- The distribution, dispensing, possession or use of alcoholic beverage during working hours, on the job, on the Company's property or on job-sites, including parking lots and in the Company's or other vehicles while in the trade at any time.
- A violation of a state or federal controlled substance law while on Company property or on the job, or in a Company vehicle, or otherwise; see specific policy herein.
- Use of Company property, such as vehicles, communication devices or an employee's job position to manufacture, dispense, sell, exchange, or possess any alcoholic beverage, drug or drug-related paraphernalia.
- An employee's failure to report to the Company the use of prescription drugs or over-the-counter medications that could impair the employee's ability to perform his or her job in a safe or productive manner, or pose a direct threat to the health or safety of the employee or others, see specific policy herein.
- Failure to notify the Company of a conviction of any employee, or plead guilty to a violation of any federal or state offense, within 5 days of the conviction or guilty plea.
- Refusal to consent or submit to testing for alcoholic beverages and/or the use of illegal drugs, when requested by the Company; see specific policy herein.
- Reporting to work under the influence of alcoholic beverages and/or impaired by the use of drugs, illegal or otherwise; see specific policy herein.
- Abuse, waste, or destruction of equipment, supplies, goods, or any other property of the Company, of a fellow employee, or of a customer.
- Theft or unauthorized possession of Company property, property of a fellow employee, or that of a customer.
- Leaving assigned work areas or the Company premises or that of a job site during working hours without permission of the Company.
- Insubordination or refusal to follow instructions or perform assigned duties.
- Creating or contributing to unhealthy, unsanitary, or hazardous conditions, which could cause harm to the employee or fellow employees.
- Violating safety rules or common safety practices.
- Fighting, threatening, intimidating, or attempting bodily harm against supervisors, fellow employees, or patrons/client is cause for immediate termination.
- Possessing firearms or illegal weapons on the Company's premises, on a job site, or in the performance of assigned duties; see specific policy herein.
- Violation of the Company's policy on harassment.
- Violation of the Company's policy on solicitation and distribution.
- Failure to fulfill job requirements or productivity standards, if applicable.
- Unauthorized release of confidential information.
- Smoking in violation of Company rules.

**Resignation****Section 6.1**

Resignation is a voluntary act initiated by the employee to terminate employment with the Company. Although advance notice is not required, the Company requests at least two weeks' written notice from all employees.

**Termination****Section 6.2**

Company may terminate employment at any time with or without notice and with or without reason.

**Job, Hours Guarantee****Section 6.3**

Employee agrees and understands Company is not a placement service, Employee understands Company is a temporary staffing agency which provides staff on an "as needed basis" to our contracting facilities. No hours, shifts nor days are guaranteed by company.

**Identification Badges****Section 6.4**

You must submit a digital photo for my name badge. Email photo to [staff@nursinggroup.com](mailto:staff@nursinggroup.com) the photograph becomes the property of the Company and shall not be returned. If you terminate or are terminated from employment you must return your badge immediately.

**Annual Competency Educational Modules****Section 6.5**

Educational modules will be required periodically and you must complete my modules within a timely manner to work with/for COMPANY. Educational modules required by our contracting facilities and continuing education is completed on your own time and at your expense. If you wish to be employed by COMPANY it is recommended you maintain current educational modules.

**Facility Orientation****Section 6.6**

Employees agree to attend the assigned facility orientation for a minimum of 2 hours prior to first scheduled shift. And agree to follow and comply with all the policies and procedures of the assigned facility. Orientation may last longer than 2 hours. Payroll reimbursement for orientation is paid at 40% of the base rate offered to employee. Orientation should not last longer than 4 hours, if you feel it will exceed 4 hours please notify the office.

**Cancellation of Assignment****Section 6.7**

If you cancel a work assignment prematurely, walk off the job, or the client cancels based on your failure to meet the screening, credentialing or performance requirements, you will be responsible for costs incurred by company in scheduling the assignment. By signing the terms and conditions of employment I acknowledge that you am responsible and liable for ALL costs incurred by COMPANY associated with your failure to meet the requirement or to perform according to the terms and conditions of employment. Such costs may include travel advances, damages to property as a result of negligence, including pet damages; fees and expenses incurred by company. Costs to obtain state licenses; unused airline tickets; housing costs including security deposits, hotel stays, travel reimbursement, and local transportation. Any other actual costs that are otherwise unrecoverable. Should an assignment be shortened or canceled for any reason, all monies due to you at the end of the assignment will be paid within forty-five (45) days of completion after the company receiving the proper receipts, written documentation, and in accordance with State and Federal law. Upon employment you have signed the terms and conditions of employment and this shall serve as my agreement to have any costs incurred by the company and have no objections to COMPANY using such form to deduct from my earned wages any of the cost outlined above.

### **Professional Liability Insurance**

### **Section 6.8**

COMPANY carries professional liability insurance. Coverage is provided at no cost to employees. Employees may carry extra coverage at their own expense. Physicians are required to maintain active and current professional liability insurance and are not covered under COMPANY insurance or an umbrella policy.

### **Workers Compensation Insurance**

### **Section 6.9**

Workers' Compensation Insurance is provided on employees in the event an injury should arise in the course of employment. All injuries will be reported immediately to the facility and a COMPANY specialist. The employee may be subject to a penalty for late reporting. An incident report must be filed at the time of injury and submitted to COMPANY. The employee is required to submit to a drug screen at his or her expense if an injury occurs while at work. Contractors are not covered under this or any insurance policy. Company, dba Nursing Group is a Carrier of Workers Compensation in Texas.

### **Resuscitation Credentials and or Certificates**

### **Section 6.10**

Each member is required to maintain current resuscitation and professional credentials, certificates, licenses. You must carry you credentials and license with you at all times. You am responsible for all costs of renewal and maintaining credentials. Upon renewal of any credentials, license, certificates you agree to forward to Company within 7 days. You may fax to 512-218-0904 and or email a scanned copy to [staffing@nursinggroup.com](mailto:staffing@nursinggroup.com).

### **Web Testimonials**

### **Section 6.11**

You may provide a brief one paragraph testimonial for our website if you choose. All testimonials and images once submitted will become property of Company and will only be removed at the discretion of administration. A photo of yourself would be pleased to display shall also be submitted and shall remain property of the company from submission on forward.

# HAND BOOK ENDING