



Employment Terms & Conditions

Updated: September 1, 2021

This Employment Terms & Conditions Booklet contains the Terms and Conditions of your employment with HSE Staffing Agency, LLC.

It also contains important information that will be helpful to you throughout your assignment.

Employment Terms & Conditions

Welcome to the HSE Staffing Agency Family!!!

As our vision stated, we are here to make a difference in our patients' lives by providing the best care that can be provided and to treat our patients the same way we would like to be treated. Additionally, our mission is to make a difference in our employees' lives by providing a family-like environment, flexibility, appreciation, better compensation, and much more!

HSE Staffing Agency LLC is one of the fastest growing and most recognized healthcare staffing companies in the industry today. As a comprehensive healthcare staffing company, HSE Staffing Agency LLC provides nursing, allied healthcare and advanced practice throughout the state of Pennsylvania. Today, HSE Staffing Agency LLC has built solid relationships with many of the state's top hospitals and healthcare facilities. We place qualified clinicians in both per diem assignments and local contracts. Our growing local presence has helped confirm our lasting presence in the healthcare staffing market. Healthcare organizations know where to find us and know the level of service they will receive when they partner with HSE staffing Agency LLC. Healthcare professionals rely on us for a flexible yet dependable career. Our per diem opportunities are an ideal way to supplement your full-time income or to balance your work/life schedule. Local

contracts still offer flexibility but provide a longer-term professional commitment for those that are looking for that peace of mind. HSE Staffing Agency LLC is the company to choose for your successful healthcare career.

We encourage you to familiarize yourself with the terms of your employment outlined in this Booklet.

Thank you for joining our team!!! We applaud your career choice and wish you the best of luck in the unique and exciting opportunities that lie ahead.

Hagir Elsheikh
Founder/CEO



Employment Terms & Conditions

I. GENERAL INFORMATION

A. Purpose of Handbook

This handbook outlines the policies, procedures, and expectations of our employees. It is your responsibility to review the contents of this Employment Terms & Conditions Booklet (the “Booklet”), as it will answer many questions about working with HSE Staffing Agency LLC. HSE Staffing reserves the right to change, add to, or delete any of the provisions in this Booklet at any time. Therefore, please understand that nothing in this Booklet constitutes a promise or guarantee of a specific term or condition of employment.

B. Agreement

This Booklet, together with your Assignment Confirmation Notice and any addendums (such as a meal period waiver, etc.) thereto collectively constitute the entire understanding and Agreement between you and HSE Staffing Agency with respect to your employment and supersedes all prior Agreements, understandings and representations of any kind. Any reference to your employment agreement with the Company shall be deemed to include this Booklet, your Assignment Confirmation Notice and any addendums thereto.

C. Assignment Confirmation Notice – Travel & Contract only

You will receive an Assignment Confirmation Notice for each assignment or placement you accept with the HSE Staffing Agency LLC. The Assignment Confirmation Notice will set forth the specific details pertaining to an assignment or placement, which you have accepted. Once you have read the Assignment Confirmation Notice and this Booklet, sign the Assignment Confirmation Notice and return to the Company if there is an assignment notice to sign, otherwise an email confirmation plays the same role as a signed confirmation. Please keep a copy of the Assignment Confirmation Notice or the email notice along with this Booklet for your records and quick reference. By signing the Assignment Confirmation Notice or responding to the email notice, you acknowledge you have read this Booklet and you agree to be bound by all of the terms and conditions herein.

D. Assignment Confirmation – Per Diem

You will receive a verbal, text and/or email confirmation from the Branch Office for each per diem assignment or placement you accept with the HSE Staffing Agency LLC. The Staffing Team will set forth the specific details pertaining to an assignment or placement,



which you have accepted. You are responsible to contact the HSE Staffing at least every week regarding your availability. You also agree to be contacted by HSE or contact HSE daily to accept daily assignments. If you fail to remain in contact with the Company regarding your work availability or if you refuse any suitable offer(s) of work without good cause, this may have an effect on your continued employment. Please keep a copy of this Booklet for your records and quick reference.

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II. TERMS & CONDITIONS OF EMPLOYMENT

A. Requirements

1. You hereby accept the terms & conditions of your employment and you further agree that you are obligated to render services competently, conscientiously, and to the fullest extent of your ability to the end date of your assignment.
2. In order for your work experience not to be delayed, you must possess legible originals and submit photocopies of the following documents to the Company prior to the time frame stipulated in your Assignment Confirmation Letter, if applicable:
 - A valid professional license for the State of your assignment and/ or a registration or professional certification, (when applicable);
 - Photo Identification (current passport or driver's license);
 - A completed Form I-9 including photocopies of supporting documentation;
 - A completed W-4 form;
 - A health clearance issued by a licensed physician, physician assistant, or nurse practitioner, within one year;
 - Tuberculosis test within one year (a positive result is to be followed by a negative chest x-ray and an annual signs and symptoms checklist);
 - Hepatitis B Consent/Declination form;
 - Proof of vaccination or titre results for Rubella, Rubeola & Varicella; if needed
 - A current Healthcare Provider BCLS certification (the Company does not accept online courses)(where applicable);



- A completed specialty-specific skills assessment (as provided by the Company);
- A completed Regulatory Education;
- Results from any written exams/tests required by HSE Staffing Agency LLC or the client facility;
- Any other documents that may be requested by the Company or the client facility, including, but not limited to, proof of education and acceptable references.

NOTE: *If your work experience is delayed or cancelled because the requisite paperwork was not submitted to the Company within such time frame, you acknowledge and agree that all amounts expended by the Company on your behalf will, at the Company's discretion, be deducted from your first paycheck issued by the Company (or its affiliates) or will be invoiced to you for immediate*

3. As a condition to employment, you acknowledge and agree that you are required to successfully complete a 5-Panel Drug Screen (or any other Drug Screen requested by a particular client facility where you are assigned), as well as a background check, OIG Exclusion Search, SAM Exclusion Search and Sex Offender Search. In addition, you agree that the Company may provide your profile to any third party client of the Company or its affiliates (*via their designated software/vendor provider or otherwise*) for the sole purpose of securing an assignment for you at such client facility. You acknowledge that your profile contains personal information, including among other things results of any inquiries under the Fair Credit Reporting Act (*i.e., background checks, etc.*), results of pre-employment drug screen testing, prior employee evaluations, your social security number, address and telephone contact information for interview purposes.
4. You agree that it is your sole responsibility to obtain and maintain a valid and current professional license/registration in each State where you will be providing services, if applicable.
5. The Immigration Reform and Control Act of 1986 requires that every employer verify the employment eligibility and identity of all employees hired after November 16, 1986. Follow the instructions listed on the provided I-9 form carefully and be sure to return the appropriate documents. You are responsible for presenting documents that establish your identity and employment eligibility. You have the right to choose which document or combination of documents to present from the lists of acceptable documents on the back of the I-9 form.



B. General – All Professionals

1. You agree to comply with all rules and regulations of HSE Staffing Agency LLC and each client facility you are assigned to; to conduct yourself in a manner that is satisfactory to the Company and the client facility; and to provide a level of service that is satisfactory to both HSE Staffing Agency LLC and the client facility where you are providing services. You agree to produce evidence of identity to a client facility representative in the form of a valid picture ID issued by a state, federal or regulatory agency when reporting for an assignment and to attend all orientations required by the client facility.
2. You agree to familiarize yourself with, understand, and work in accordance with the policies and procedures of the client facility where you are providing services, including, but not limited to, policies regarding floating to other units and/or hospitals within a health system, shift cancellation, multiple location transfers, meal period breaks and rest periods.
3. You agree that you will inquire as to the relevant meal period and rest break requirement in the client facility where you will be working. Furthermore, you agree to take uninterrupted (“*off-duty*”) meal periods and breaks as required by the laws applicable to that client facility. If you fail to take such meal periods and rest breaks, you shall indicate that information on the timesheet in the comment section or inform your Payroll Coordinator of the same. You agree to promptly notify your HSE Staffing Agency LLC Representative in writing if you are not offered the opportunity to take all meal periods and rest breaks required by law.
4. You acknowledge and agree that all time off must be pre-arranged and approved by both HSE Staffing Agency LLC and the client facility at the time of your initial interview with the client facility. Time off without valid justification during assignments is discouraged and may result in termination.
5. You agree that for a period of one year after the contracted end date of your assignment or for a period of 90 days after the end of your Per Diem assignment all services rendered to the client facility or system of the completed assignment must be performed through HSE Staffing Agency LLC.
6. You understand that HSE Staffing Agency LLC will be providing your profile to client facilities and that any opportunity you may have to arrange and schedule an interview with such a client facility is a result of the Company’s effort for your benefit. Accordingly, you agree that any interview such client facility schedules or arranges with you may not be redirected to another agency.
7. In the event your assignment is terminated for cause by a client facility or HSE Staffing Agency LLC, or you cancel or walk from an assignment, or not follow



- the policy or any other reason you will be suspended without pay and your personnel file will be subject to review to determine your eligibility for future work with HSE Staffing Agency LLC.
8. You agree to assume responsibility and pay for parking charges at the client facility unless otherwise agreed upon in writing.
 9. You agree to immediately return your identification badge to the client facility and HSE Staffing Agency LLC along with any other items loaned to you by the client facility upon the completion, cancellation or termination of an assignment for any reason. You agree to assume responsibility and promptly pay the costs for any unreturned items.
 10. You must successfully complete all required patient documentation upon the completion, cancellation, or termination of an assignment in order to be eligible for applicable bonuses or special promotions.
 11. You agree to take all reasonable steps necessary to verify your hours of work at a client facility (including the start/end times of all missed meal periods and breaks) by obtaining a signed verification of hours worked from the client facility (including missed meal periods and breaks) and forwarding it to the Company's Payroll Department.
 12. For your safety as well as patient safety, if you are working 8 or 12-hour shifts you are prohibited from working more than 16 hours in any 24-hour period. You are also prohibited from working more than 4 consecutive 12-hour shifts without a day off, more than 60 hours in a 7-day consecutive period, or more than 120 hours in a 14-day period without prior approval from HSE Staffing Agency LLC.
 13. You agree to keep the terms of your employment confidential (including your compensation) and shall not disclose such confidential information to your colleagues or a client facility, unless otherwise required by law.
 14. You agree to participate in a performance evaluation(s) completed by each client facility. Continued eligibility for placement is contingent upon performance evaluation results. All evaluations completed by client facilities are obtained pursuant to a contract between each client facility and HSE Staffing Agency LLC and will be delivered directly to the HSE Staffing. As such, the evaluation is confidential between the client facility and HSE Staffing Agency LLC and will only be provided to you as required by law or if the applicable client facility has previously reviewed the evaluation with you. In addition, HSE Staffing Agency LLC Representatives may complete periodic performance feedback. You agree these periodic appraisals may be released to any client facility where you may be assigned.



15. You agree to participate in any satisfaction surveys conducted by HSE Staffing Agency LLC.
16. You agree to comply with HSE Staffing Agency LLC ethics policy (set forth on our Website, and in the employee handbook): and to the professional code of ethics applicable to you. If you do not have access to the Internet, contact HSE Staffing Agency LLC Representative to receive a copy of the policy via the mail.
17. You agree to provide HSE Staffing Agency LLC with a written medical release to return to work if you are absent from work for three or more consecutive days for a medical reason.
18. No unauthorized disclosure of “business ‘secrets’ or other confidential information.”
19. 🎬 “Misuse or unauthorized disclosure of confidential information not otherwise available to persons or firms outside [Employer] is cause for disciplinary action, including termination.”
20. 🎬 “Do not disclose confidential financial data, or other non-public proprietary company information. Do not share confidential information regarding business partners, vendors or customers.”
21. 🎬 Prohibition on disclosure of all “information acquired in the course of one’s work” when this policy is read in the context of surrounding policies pertaining to conflicts of interest and compliance with SEC regulations.

Policies Regarding Employee Conduct Toward Management

- 🎬 No “rudeness or unprofessional behavior toward a customer, or anyone in contact with” the company.
- 🎬 “Employees will not be discourteous or disrespectful to a customer or any member of the public while in the course and scope of [company] business.”
- 🎬 “Each employee is expected to work in a cooperative manner with management/supervision, coworkers, customers and vendors.”
- 🎬 “Each employee is expected to abide by Company policies and to cooperate fully in any investigation that the Company may undertake.”

Workplace Defamation

Defamation can be broken down into two types: spoken, which is called **slander**, and written, which is called **libel**. In relation to the workplace, **defamation** normally causes harm to a current or former **employer's** character, reputation, or career on the basis of a fellow **employee's** false statement or act.

- 1) A false and defamatory statement about another;
- 2) The unprivileged publication or communication of that statement to a third party;



- 3) Fault on the part of the person making the statement amounting to intent or at least negligence; and
- 4) Harm to the subject of the statement.
- 4) Rumors that create a hostile work environment or injure an aspect of an employee's career may be considered defamation.

C. General – Travel & Contract only (if applicable)

1. You agree to work a full schedule each payroll period as noted on the Assignment Confirmation Notice and to be paid for approved hours worked. Be advised that HSE Staffing Agency LLC requires all hours to be approved by its client facilities as they supervise and control your work schedule. You acknowledge and agree that it is your sole responsibility to obtain approval of your hours worked from an authorized individual at the client facility. *(Applicable for paper timesheet only, not Third Party Systems)*
2. If you would like to extend your assignment end date you must contact HSE Staffing Agency LLC Representative as soon as possible.
3. You agree to provide HSE Staffing Agency LLC with a written medical release to return to work if you are absent from work for three or more consecutive days for a medical reason.
4. You agree that all absent days due to illness or missed shifts (for any other reason, including, but not limited to, pre-approved days off) shall be made up during or at the end of this assignment, provided that the client facility has given its approval of such make-up time. You will not be eligible for bonuses or special promotions if you do not complete the number of hours stated in your Assignment Confirmation Notice or email notice.
5. You agree to notify HSE Staffing Agency LLC of any shifts missed due to low patient census and to be available for make-up shifts during the contract period. For call off information specific to your assignment, please refer to your Assignment Confirmation Notification or your email notice.
6. You hereby agree that if for any reason you cancel your assignment prior to or during assignment dates, or are terminated for any reason, all amounts advanced by the Company on your behalf will, at the Company's discretion, be deducted from your paycheck or will be invoiced to you for immediate payment and in accordance with applicable law.
7. You agree, as applicable to law, to assume sole responsibility for any and all penalties assessed by a client facility against HSE Staffing Agency LLC resulting



from your failure to adhere to client facility contract terms (*e.g., financial penalties if you leave an assignment prior to the scheduled end date, etc.*).

8. You must report any summons for jury duty to HSE Staffing Agency LLC Representative and fax a copy of the jury summons to HSE Staffing Agency LLC Representative upon receipt of notice. You agree to defer such service so that it will not affect your ability to complete an assignment as scheduled, as permitted by applicable law. An excusal request will be made to the Court to reschedule the jury service to a time when you are not contractually obligated to provide services to the client facility. In the event jury service cannot be postponed, applicable state law will dictate payment policies for any time missed from work. Missed time for jury duty must be made up at the end of the assignment to be eligible for any applicable bonuses or special promotions.
9. You understand that HSE Staffing is a temporary staffing agency that will provide all the available work to you. No guarantee of full time hours, no guarantee of shifts and it is your responsibility to seek another job type if you are looking for more hours or guaranteed work.
10. You understand that you **MUST** have a working email address and a phone number in order for you to receive the available work. If your email isn't working or you don't have access to it or to your phone please call us immediately to notify us. It is your responsibility to find a working phone and provide the agency with a new working email. Any failure or delay might result in missing work due to your neglect.
11. You understand that emailing you with the available hours via email, text or phone call is the agency's way of providing work to its employees. It is the employees responsibility to respond to the emails in a timely manner as this is as needed work and shifts will be filled either by this agency or another agency by the client.
12. Your fast response and cooperation will ensure a smooth working experience.
13. You understand that working as an agency nurse means flexibility and ability to drive to different locations.
14. HSE has various shifts in various facilities, by signing this acknowledgment you agree to the terms and conditions of the employment. You acknowledge your ability to drive and accept the available shift at ANY location available.
15. You have the choice of refusing the specific location or shift. By refusing to accept the available shift you release HSE from any liability due to you missing work and/or having no work due to your refusal.



16. HSE will continue emailing, calling and texting the available work in ALL locations. It is the employees responsibility to respond to the emails, phone calls and text.
17. It is the employee's responsibility to contact HSE with their availability and needs.

D. Termination of Employment

You are free to leave HSE Staffing Agency LLC at any time, with or without a reason and with or without notice. Because you are an employee "at will," HSE Staffing Agency LLC may also terminate your employment at any time, with or without cause and with or without notice. HSE Staffing Agency LLC has the right to manage its work force and direct its employees as it deems appropriate, including, but not limited to, the right to hire, transfer, promote, demote, reclassify, lay off, terminate, or change any term or condition of employment at any time, with or without a reason and with or without notice in compliance with the law. The Company may, in its sole and absolute discretion, terminate your employment at any time for, among other reasons, any act or omission by you which the Company believes may have an adverse impact on the Company, your failure to comply with the provisions of your employment agreement with the Company, poor performance, misconduct, unsatisfactory attendance, falsification of documentation, any violation of the Company's Drug Abuse Policy or the violations of any client facility's policies and procedures.

E. End of Assignment: Cancellation of Assignment

A client facility may terminate or cancel your assignment for any reason or no reason. If an assignment is terminated by a client facility due to lack of work or a change in the staffing needs during the term of your assignment, you and HSE Staffing Agency LLC will each be responsible for your/its own expenses. In such an event, HSE Staffing Agency LLC is not required to pay you wages or benefits for the entire assignment, except as otherwise expressly agreed in writing by HSE Staffing Agency LLC.

Upon the termination of your assignment on its scheduled end date or otherwise, HSE Staffing Agency LLC will review your eligibility for placement on future assignments. You will be notified of your eligibility for future assignments as soon as that information becomes available.

Notwithstanding anything herein to the contrary you acknowledge and agree that at the end of each assignment (*whether successfully completed or otherwise*), any travel conducted by you between assignments is at your sole and absolute discretion and not considered or deemed to be travel for the purpose of employment as you (*and you alone*) control the manner, method and timing of such travel. Accordingly, you acknowledge and agree that any injury suffered while going to or coming from work or while traveling



from one assignment to another is not an injury arising out of and in the course of employment as such transportation is at your sole discretion and not for HSE Staffing Agency LLC business. You agree to secure auto or travel insurance coverage, as applicable, for all travel while on assignment and between assignments. You agree that all such insurance shall be primary and non-contributory and name HSE Staffing Agency LLC as an additional insured.

III. PAYROLL INFORMATION

A. General Information

1. Payroll stubs or earnings statements are available online. Contact your representative or payroll coordinator for assistance if needed.
2. HSE Staffing Agency LLC encourages pay election via direct deposit to ensure optimal receipt of your net pay. Pay election via direct deposit allows HSE Staffing Agency LLC to process same day funding in case of delays or errors.
3. Should you elect payment by check, the check can be picked up at the office or will be sent via US Mail; HSE Staffing Agency LLC is not responsible for any mail delivery issue; replacement of lost check will result in additional payment delays.
4. In order to minimize delays in processing your payroll, be sure to email your timesheet after every shift to the correct email address, (hsetimeslip@gmail.com) which will be clearly noted on your timesheet.
5. Timesheets will not be processed without authorized signatures, facility name, employee name, and appropriate time in-time out, date etc. (fill all blank spaces on the slip)
6. Payroll Schedule:
 - Weekly Pay: Approved paper timesheets must be emailed to the Company's Payroll Department no later than 10:00 AM local time on Wednesday of your pay week in order to receive your pay as scheduled. Receipt of approved timesheet after the deadline may result in delayed processing and pay availability by the following Friday. You may send your timesheet daily after your shift to ensure payments.
 - Document clearly whether or not you worked through your meal period(s) or break(s) on your timesheet and have it authorized by a representative of the client facility. You agree to take meal periods and breaks as permitted by the laws of the state in which you are assigned to work. Any



misstatement of hours worked and the collection of wages based on false information are violations of applicable law and HSE Staffing Agency LLC policy. The Company's response to this activity will include legal action and/or termination.

7. Taxes are deducted in accordance with the W-4 on file and the state in which you work if applicable. No tax refund will be processed if incorrect information was submitted on the W-4.
8. If applicable, for 1099 contractors it is their responsibility to keep track of their expenses and file their own taxes at the end of the year. HSE Staffing Agency LLC is not responsible for your taxes and expenses.
9. You understand that in the event that a client's time approval schedule extends beyond HSE Staffing Agency LLC's payroll processing deadline, payroll may process your pay based on either submitted unapproved timecard or estimated hours worked. Once in receipt of the facility approved timesheet, HSE Staffing Agency LLC will adjust the advance to reflect the time worked based on the approved timesheet. You authorize HSE Staffing Agency LLC to deduct the overpayment from your current or future earnings. HSE Staffing Agency LLC will not advance pay in excess of one week's scheduled work.
10. In the case where the client requires the use of an electronic timekeeping system (*either the facility's own time system or a Third Party System portal*), you acknowledge that you will comply with the facility's deadlines for submitting time in said system. HSE Staffing Agency LLC is responsible for collecting your timesheet on the electronic timekeeping system.
11. Hours must be accurately reported on your weekly time sheets (*as applicable*) and signed by an authorized person at the client facility. Hours not accounted for on the timesheet will be considered elected time off and be subject to a payroll deduction. All shifts cancelled by the client facility must be noted on your timesheet in order for you to be paid for such time, if applicable, or if you are working a guaranteed hour's assignment. You will not be paid for any time that is not accurately reflected on your timesheet and approved in writing by the client facility.
12. If the client extended a special offer such as:
(Over Time or OT), Bonus pay, or any other offer beside the regular agreed pay as part of their attempt to fill a shift and the employee agreed to work the specific shift the employee must:
 - a- Follow the agency and the facility attendance policy.
 - b- Arrive on time and leave on time as expected.
 - c- If the above expectation were not met then the offer will be null/voided and the



employee will receive regular pay for the hours worked.

d- If the employee called off from a special offer and/or arrived for part of it, the special offer will be voided and the employee will receive regular pay for the hours worked (unless the employee is on overtime after 40 hours) which will be legally honored.

C. How to Read your Paystub

1. You may access your paystub online. Contact HSE Staffing Agency LLC Representative or Payroll Coordinator for assistance if needed.
2. On the face of your pay stub you will find a portion of your social security number, the pay date, your name, and the net pay amount. Upon receipt of your first payroll, log in and verify that all of this information is correct, if not, contact your Payroll Coordinator immediately.
3. Direct all questions regarding hours and/or pay to HSE Staffing Agency LLC the Company's Payroll Department.
4. On your Earnings Statement the following will be clearly displayed:

Earnings Rate Hours This Period Year-to-Date

In this section, you will see the type of earnings you are receiving (*e.g. Regular, Overtime, Adjustments*), the rate of pay for the earning type listed, the number of hours you have worked at the specified rate and the number of hours you are being paid for during this pay period. Additionally, you will see the year to date totals in the last column of this section. At the end of the Earnings section, the line item Gross Pay will state the total amount of earnings before taxes, authorized deductions or other deductions required by law.

The second section of your Earnings Statement is the Deductions. This section is separated into two categories Statutory and Other. The statutory deductions are federal, state, and local taxes required to be deducted from your paycheck, court ordered deductions (*e.g. child support*) and any reimbursements from the Company. The reimbursements (*e.g. travel allowance*) will appear as negatives but will be added to your pay after statutory and other deductions are subtracted. The resulting amount is listed as Net Pay, which is the amount deposited to your bank account or Pay Card.

D. Call Off Policy/Tardiness – All Professionals

1. You are expected to arrive on time to all scheduled shifts. You are to fulfill ALL requested shifts. If an emergency or any situation arises causing you to be greater than (10) minutes late or absent from your scheduled shifts, you must notify your immediate



supervisor and/or your office immediately. Failure to notify your immediate supervisor or branch office that you cannot report to work will result in disciplinary action. Disciplinary action include but not limited to revoking all the extra pay such as (Promised overtime, Bonus, guaranteed future hours, contracted hours etc.) and termination based on the severity of the occurrence and/or the reoccurrence of tardiness or call offs or reputation of the offense more than 3 times within 2 pay period (or 2 weeks)

2. Calling off 3 times or more from a scheduled shift within a month period or 4-pay period whichever comes first is a ground for termination.

3. This is an agency, which means an “at will” employment, you get to choose your own schedule; please don’t schedule yourself or request to be scheduled for any shift that you can’t work.

4. Multiple complaints from one or more facilities about (for example) behavior, tardiness, call offs or unprofessional acts is grounds for termination.

5. Call offs, tardiness from a scheduled shift will void any special offers that were extended to the employee.

E. Call Off Policy/Guarantee Hours/Scheduling – Travel & Contract only

1. Call off policy is mandated by the client facility and the terms are reflected on your Assignment Confirmation Notice. Please contact HSE Staffing Agency LLC Representative if you are calling off for any shift.
2. If the client facility participates and HSE Staffing Agency LLC offers you a guaranteed hours benefit for your specific assignment, you will be paid your regular time rate for any low census shifts that exceed the allowable threshold (*if applicable*) at the client facility assigned, minus any healthcare professional-elected short hours.
3. You are responsible for working all of your contracted hours in order to be eligible for the guaranteed hours benefit.
4. Guaranteed hours will not apply when the assignment is terminated early, whether by the client facility, the healthcare professional or HSE Staffing Agency LLC. The guaranteed hours benefit does not apply to all assignments.
5. Guaranteed hours will not apply in the event the client facility does not offer a full schedule of hours during orientation week. Also, in the event that your unit is closed for any reason (e.g., the OR during the holidays) guaranteed hours will not apply, and only time worked will be paid during pay periods for which the unit is



closed.

6. All healthcare professional-elected short hours must be made up to receive guaranteed hours.
7. Low census shifts must be indicated on your timesheet and authorized by the client facility. Low census hours will be credited towards the minimum contracted hours for each assignment. You must report your low census day to HSE Staffing Agency LLC Representative and state the day(s) you made yourself available to the client facility for make-up time.
8. You must make yourself reasonably available to the client facility during the remainder of the contract period to make-up the time you were called off for low census. You will not be eligible for low census pay if the client facility offers make-up time and you decline to work, or if you volunteer to go home.

F. Call Off Policy/Scheduling – Per Diem

1. **Our requirement for notification of cancellation for per diem shift work is (24) hours. We understand that untoward occurrences happen; therefore, our minimum required notification of cancellation is (12) hours' notice for all shifts. Please try and give as much time as possible on all canceled shifts. The Company will keep a record of your cancellations, the reasons and the amount of time given. We cannot accept cancellations from anyone except our employees. This includes husbands, wives, friends and children. We will need to speak with you directly. Three unacceptable cancellations are grounds for termination.**
2. **If the client facility requests you to work, please contact HSE Staffing Agency LLC Representative for appropriate scheduling. Do not schedule directly with a client facility without prior Company authorization. Please keep the Company aware of your availability at all times.**
3. **You recognize that all shift work is on an “as needed” basis and that HSE Staffing Agency LLC cannot guarantee availability of work. Employees with the most flexibility and availability enhance the number of possible shifts offered.**
4. **Excessive cancellation affects HSE Staffing Agency and affects our ability to find/guarantee shifts for you.**
5. **Keep in mind that the facility can cancel your shift as late as 2 hours**



prior to your shift, any cancellation by the facility greater less than 2 hours prior to your shift, the facility will be responsible to pay the employee 4 hours pay for some facilities and 2 hours pay for some facilities (The list of facilities that offer 2 hours or 4 hours will be made available to you as needed).

- 6. We will work on finding you a replacement if the late cancellation occurs, if you refuse to take the shift offered instead of the shift cancelled you will not be eligible for late cancellation pay as work was made available to you.**

G. HOLIDAYS

Subject to the policies of the applicable client facility, you will receive holiday pay for the days noted below, if you work the holiday. Select assignments do not pay holiday time for all days stated and holidays may vary by client facility and discipline. A client facility may opt to offer an alternate day off at a regular pay rate.

New Year's Day Memorial Day Fourth of July

Labor Day Thanksgiving Day Christmas Day

Subject to the policies of the client facility, holiday pay is in effect for all 8, 12 and 16-hour shifts from 11:59:00 PM on the eve of the holiday to 11:59:00 PM on the night of the holiday. You will be paid in accordance with the applicable client facility's policies.

H. DIRECT DEPOSIT

One of the many great benefits of working for HSE Staffing Agency LLC is the ability to access your pay on the published pay date when electing payment via Direct Deposit. With this option, your funds will be automatically deposited into your account on the Friday of your payroll week, and you will have access to your earning statements online to verify your wages. You will have access to your money in any state by using your Automatic Teller Machine (ATM) card. To locate the nearest ATM machine, please contact your bank or refer to the pay card network. Bank fees may apply.

1. Once enrolled in Direct Deposit, your pay election method will automatically continue for your next Staffing Assignment unless you notify HSE Staffing Agency LLC. After any lapse in employment with the Company, contact the Payroll Department to be sure all banking information is still active in our system.
2. HSE Staffing Agency LLC strongly urges you to verify the funds have been deposited each pay period prior to making a withdrawal. HSE Staffing Agency LLC will not be responsible for any charges assessed by your financial institution



due to insufficient funds.

3. If you are changing bank accounts, you will need to process new paperwork with HSE Staffing Agency LLC. If you are closing your account, notify HSE Staffing Agency LLC Payroll Department. You must notify HSE Staffing Agency LLC in writing of this change by either mailing or emailing the request. The Payroll Department can answer all questions regarding direct deposits.

A. Direct Deposit

To enroll in Direct Deposit, call your bank and ask:

- Do they accept “ACH Deposits” (Direct Deposits)?
- Is their ATM network nationwide? If the bank answer is yes to both questions above, proceed as follows:
- Complete the direct deposit form provided in your onboarding package
- Make sure to confirm the bank ABA (routing) number and your account number; attach a blank VOIDED check from your bank to the form; and
- Return the direct deposit form to the HSE Staffing Agency LLC’s Payroll Department for processing. (is the email on the Direct Deposit form?)

I. WORKERS’ COMPENSATION

HSE Staffing Agency LLC provides Workers’ Compensation Insurance to employees. Any Workers’ Compensation claims will be filed in the State noted on the Assignment Confirmation/Email Notice.

1. If you suffer an on-the-job injury, work-related illness or exposure, it is your responsibility to follow the procedure below for filing a Workers’ Compensation claim:

- Report the injury to your client facility supervisor and seek immediate medical treatment.
- Complete an incident report and have it signed and dated by your supervisor.
- Call HSE Staffing Agency LLC CEO (Hagir Elsheikh) Immediately at 717-379-1964 and send a copy of the client facility’s incident report hsestaffing@gmail.com within 24-hours of the incident.

Failure to report injuries in a timely manner may delay your benefits.



- If you are unable to work due to an on-the-job injury, work-related illness or exposure, you are required to send a doctor's note stating any work related limitations to hsestaffing@gmail.com
 - If you have been out of work due to your Workers' Compensation injury, illness or exposure, you may not return to work without an appropriate medical release from your physician. Send the medical release to hsestaffing@gmail.com
2. Follow all client facility policies and procedures for follow-up medical care; however, note that if you do not require emergency care at the client facility where you are working, you must seek care at a facility approved by HSE Staffing Agency LLC and its Workers' Compensation Insurance carrier. Keep in close contact with your assigned Workers' Compensation Insurance adjuster for guidance and instructions on receiving appropriate and timely care.

J. PROFESSIONAL LIABILITY

HSE Staffing Agency LLC provides Professional Liability insurance to its employees working on Staffing Assignment with HSE Staffing Agency LLC. The Company's insurance does not cover humanitarian situations, which may arise when you are not at work or willful/ intentional acts while you are on assignment. Contact your financial advisor for the personal limits required.

XV. OCCURRENCE REPORTING

1. You are required to report any patient care incident by phone to HSE Staffing Agency LLC CEO (Hagir Elsheikh) at 717-379-1964 and/or hsestaffing@gmail.com. Reportable incidents include, but are not limited to, the following:

- Sudden or unexpected death of a patient;
- Patient fall, regardless of whether or not it results in injury;
- Unanticipated neurological, sensory and/or systemic deficits, for example: permanent paralysis, brain damage, loss of sight, loss of hearing or sepsis;
- Birth related injuries, either maternal or fetal;
- Any significant medication error;
- Anesthesia related injuries;
- Substantial disability, for example: amputation, disfigurement or fracture;



- Severe wounds or internal injuries; or
 - Any other situations deemed reportable or that you are unsure of.
2. Do not write, sign or give any statements to anyone regarding an incident prior to contacting HSE Staffing Agency LLC CEO at 717-379-1964 and/or hsestaffing@gmail.com.
 3. If you would like to report any patient care, quality or safety issues at a client facility that has not been addressed by such client facility, you may call HSE Staffing Agency CEO at 717-379-1964 and/or hsestaffing@gmail.com at any time and anonymously report your concern. To report a safety concern to The Joint Commission, you may (1) call 1-800-994-6610; (2) send an email to: complaint@jointcommission.org; (3) send a fax to 1-630-792-5636 or (4) send your concern via mail to: Office of Quality Monitoring, The Joint Commission, One Renaissance Boulevard, Oakbrook Terrace, IL 60181. Neither HSE Staffing Agency LLC, The Joint Commission nor the client facility will take any retaliatory/disciplinary action as a result of such notification.

K. DRUG ABUSE HSE Staffing Agency LLC is committed to providing a safe work environment at our client facilities and to foster the well being and health of our healthcare professionals. That commitment is jeopardized when any employee illegally uses drugs, goes to work under the influence, or possesses, distributes or sells drugs. Therefore, HSE Staffing Agency LLC has established the following policy:

1. It is a violation of HSE Staffing Agency LLC's policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs.
2. It is a violation of HSE Staffing Agency LLC's policy for anyone to report to work under the influence of illegal drugs or alcohol, or other legal drugs, which impair the ability to work safely and effectively.
3. It is a violation of HSE Staffing Agency LLC's policy for anyone to use prescription drugs illegally. Nothing in this policy precludes the appropriate use of legally prescribed medications that do not interfere with the safe and effective performance of your job.
4. Violations of this policy are subject to disciplinary action up to and including termination and/or reporting to the applicable regulatory, licensure, or certification boards.
5. As a condition to employment by HSE Staffing Agency LLC, you are required to



- successfully complete a 5-Panel Drug Screen (*or any other Drug Screen requested by a particular client facility where you are assigned*). In addition, HSE Staffing Agency LLC and our client facilities reserve the right to require random drug screening based on suspected abuse or use of drugs that violates paragraphs 1-3 above. If the employee refuses to comply with the random drug screen request, HSE Staffing Agency LLC may begin disciplinary proceedings which may include termination for cause.
6. If you refuse to have a drug screen performed prior to starting an assignment with a client facility, that client facility may, at its sole discretion, refuse to employ you (*according to their contractual Agreement with the Company*). A healthcare professional will be ineligible to be employed with HSE Staffing Agency LLC for test refusal or if final test results are positive without satisfactory explanation.
 7. Each healthcare professional whose specimen has been determined to contain a substance of abuse or its metabolite at or above the thresholds set by Department of Health & Human Services (DHHS) for workplace testing will have the opportunity to discuss his/her results with a qualified Medical Review Officer (MRO). The MRO is an unbiased third party provided to ensure no prescribed medications, dietary or other biological factors contributed to the positive test result. If you travel to an assignment or start an assignment prior to the Company's receipt of the final test results and those test results are not acceptable to the Company or the client facility after a review by the MRO, HSE Staffing Agency LLC may refuse to employ you and you agree to be responsible for all costs incurred prior to such termination. You will be reported to the regulatory, licensure, or certification boards.
 8. The MRO will determine if a retest is an option for those with a positive drug screen result. Any requests for specimen re-tests will be done at your expense.
 9. The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment for our client facilities. The intent of this policy is to send a clear message that the illegal use of drugs is incompatible with employment and, the cooperation and understanding of our healthcare professionals is appreciated in HSE Staffing Agency LLC's effort to provide safe patient care.

L. CONFIDENTIALITY POLICY

The law which binds physicians to maintain the completely confidential nature of patient information applies to you as well. In the regular course of your employment, you have access to patient information, either personal, medical, or otherwise. You are strictly forbidden to discuss, transmit, or narrate such confidential information in any form except



in the routine conduct of your specific job. The slightest violation of this professional law may lead to disciplinary action to include possible termination. You agree to comply with all policies and procedures of the client facility and HSE Staffing Agency LLC regarding the regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA).

M. EMPLOYEE INFORMATION REQUESTS

HSE Staffing Agency LLC's will cooperate fully with requests for employee information from authorized law enforcement agencies and/or local, state and federal agencies which are conducting an investigation.

N. OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA)

In compliance with the OSHA final ruling on bloodborne pathogens (*29 CFR Part 1910-1030*), as an employee of HSE Staffing Agency LLC having occupational exposure to potentially infectious materials, you have the right to receive the Hepatitis B vaccination series, free of cost to you. The Company requires the completion and return of the Hepatitis B vaccination consent/declination form from you. You may elect to receive the vaccination series at any time while on assignment. Ask to speak with a Clinical Liaison at any time for this and any other OSHA related question or concern. Education and training on standard precautions and bloodborne pathogens is required as part of the annual Caregiver Safety Series self-study module. This module is available online and includes a self-study training manual. It is required that you review the manual carefully and complete the module online. Protective equipment should be available at all client facilities. Contact your immediate supervisor to locate any specific items that you may need.

If you are exposed to bloodborne pathogens during your assignment, report the incident immediately to your supervisor at the client facility and seek immediate treatment. The client facility will provide you with a confidential medical evaluation. Contact HSE Staffing Agency LLC's CEO at 717-379-1964 immediately following treatment to report the incident.

O. Bloodborne Pathogens

1. Exposure Control Plan/Universal Precautions Definition: Bloodborne Pathogens are microorganisms in human blood that can cause disease in humans. The three most significant bloodborne pathogens are Hepatitis B (HBV), Hepatitis C (HBC) and Human Immune- deficiency Virus (HIV).
2. Exposure Determination/Classification - The risks of bloodborne diseases in the



workplace are quite serious, yet you can learn effective ways of minimizing them. A good place to start is with the client facility's written exposure control plan. A copy should be available for you to consult at the client facility during your work shift. If you are directly exposed to blood or infectious materials during the course of employment with the Company, you shall be considered eligible for free Hepatitis B vaccinations.

3. Standard Precautions HSE Staffing Agency LLC recognizes and instructs all working personnel to treat blood and body fluids as infectious. You cannot identify every patient who may transmit infection nor can you afford not to since it takes just one exposure to become infected. Standard precautions resolve this uncertainty by requiring you to treat all human blood and certain human body fluids as if they were known to be infected with HIV, HBV, HBC or other bloodborne pathogens.
4. Engineering and Work Practice Controls Each client facility agrees to include provisions for traveling staff as they would for their permanent staff regarding engineering, housekeeping and work practice controls for protection.
 - a. Each client facility agrees to include provisions for traveling staff as they would for their permanent staff regarding engineering, housekeeping and work practice controls for protection.
 - b. The whole range of equipment must be available wherever blood or infectious materials might reach your work clothes (*i.e., gloves, gown, and mask*), skin, eyes, mouth or other mucous membranes.
 - c. Gloves shall be worn when it can be reasonably anticipated you may have contact with blood or infectious materials. Disposable gloves must be disposed of after each use.
 - d. Subject to each client facility's policies and procedures, sharps must be discarded in leak-proof and labeled or color-coded containers for transport or shipping. Contaminated sharps should not be sheared or broken, bent, recapped or removed unless "no alternative is available."
 - e. The client facility shall provide hand-washing facilities readily accessible to you. You should wash your hands and any other skin with soap and water, or flush mucous membranes with water immediately after contact of such body areas with blood or other potentially infectious materials.
 - f. You are required to follow the assigned client facility's policy and procedures, including, but not limited to, housekeeping, disposal of contaminated materials, observance of precautions of biohazard labels and infection control procedures.



- g. You are responsible for reporting actual occupational exposures or any on-the-job injury to HSE Staffing Agency LLC IMMEDIATELY. A record of all known occupational exposures shall be kept by the Workers' Compensation Coordinator.

P. Safety

Safety at work is vital to your success and that of HSE Staffing Agency LLC. Take the time to be oriented to the safety procedures and requirements at the client facility to which you are assigned.

Q. Harassment Policy

HSE Staffing Agency LLC's prohibits all forms of harassment such as race, color, religion, sex, age, national origin, ancestry, sexual orientation, physical or mental disability, veteran, or other protected status.

Harassment in the workplace is unlawful and a violation of HSE Staffing Agency LLC's policy. It is also unlawful to retaliate against an employee for filing a complaint of harassment or for cooperating in an investigation of such a complaint. HSE Staffing Agency LLC's is committed to ensuring its workplace is free of harassment by employees or anyone with whom we do business.

Certain behavior does not have to be illegal to be inappropriate. Any behavior, whether illegal or inappropriate, that contributes to creating a hostile or coercive work environment, is prohibited.

1. Definition of Sexual Harassment

For purposes of this policy, sexual harassment is defined as any type of sexually-oriented conduct, whether intentional or not, that is unwelcome and has the purpose or effect of creating a work environment that is hostile, offensive, or coercive to a reasonable woman or man, as the case may be. While it is not possible to list all circumstances that may constitute sexual harassment or a hostile work environment, the following are some examples:

- Asking questions about sexual conduct, sexual jokes, conversations, advances or propositions;
- Written or verbal abuse of a sexual nature, sexually degrading or vulgar words to describe an individual;
- The display of sexually suggestive objects, pictures, posters or cartoons;
- Unwelcome and unwanted comments about an individual's body, sexual prowess, or sexual deficiencies;



- Unwelcome touching, leering, whistling, brushing against the body, or suggestive, insulting or obscene comments or gestures; or
- “Quid Pro Quo” — Demanding sexual favors in exchange for favorable reviews, assignments, promotions or continued employment or promises of the same.

2. Reporting/Investigating Complaints of Harassment

If you believe you have been harassed or subjected to a hostile, offensive or coercive work environment, or if you are not sure whether certain behavior is unlawful harassment, we strongly encourage you to immediately notify HSE Staffing Agency LLC.

You should notify the appropriate chain of command within the client facility in which you are working or the Human Resources Department at that client facility. Investigations of complaints will be undertaken immediately and all information will be handled with the highest degree of confidentiality possible. Investigations will be designed to protect the privacy of, and minimize suspicion towards, all parties concerned.

If the matter is not resolved to your satisfaction, you may address the matter with HSE Staffing Agency LLC CEO. The decision of this review will be the final determination of the Company.

3. Disciplinary Action

If you are found to have acted in a harassing or inappropriate manner in the workplace, you will be subject to appropriate disciplinary action up to and including termination of employment. If you are found to have retaliated against another employee for filing a harassment complaint or cooperating in such an investigation, you will be subject to disciplinary action up to and including termination of employment.

4. Additional Information The Equal Opportunity Commission (EEOC) and state agencies in almost all states enforce the laws prohibiting harassment.

ACKNOWLEDGEMENT FORM

By signing below, I acknowledge that I have received the Employment Terms & Conditions Booklet provided electronically and (paper copy per request) I also acknowledge that during the initial hiring interview, HR personnel covered the entire Employment Term and conditions Booklet verbally. I will retain a copy of the Booklet for



future reference. I have read and understand the terms stated in the Booklet and agree to comply with such terms when working for HSE Staffing Agency LLC.

Signature

Print Name

Date