

EMPLOYEE HANDBOOK

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INTRODUCTION TO ALTO HEALTH CARE STAFFING

Welcome to Alto Health Care Staffing Inc. Enclosed you will find our policies and procedures. It is intended to answer most of your questions, however, feel free to contact the office with additional questions and/or concerns. Please read this handbook thoroughly and keep it for future reference. You will need to sign the acknowledgement receipt form that has been provided to you online.

Alto Health Care Staffing reserves the right to interpret, amend, modify and/or cancel/withdraw any or all sections or provisions of this handbook at anytime. Every organization inevitably goes through changes in their policies and procedures as well as incentive plans. From time to time you may receive updated information concerning changes in our policies/procedures. Should you have any questions, regarding any policies, please contact our office for assistance.

This employee handbook is not a contract guaranteeing employment for any specific time. You are an "at will" employee and as such your employment is for no definite period of time. Alto Health Care Staffing is a temporary staffing company, therefore, all positions and work is considered temporary. Alto Health Care Staffing cannot guarantee hours or acceptance of your profile to our clients. Although Alto Health Care Staffing strives that your employment relationship with us will be long-term as well as rewarding, either you or the company may terminate this relationship at any time, for any reason, with or without cause. It is suggested that you provide Alto Health Care Staffing with as much notice as possible should you desire to terminate your employment with our organization. If you choose to end your employment with Alto Health Care Staffing, please contact the Director either in writing, by telephone, or in person.

The team at Alto Health Care Staffing wishes you the best success and welcomes you to our family.

CODE OF BUSINESS ETHICS

Alto Health Care Staffing, Inc. practices all business operations, communication and representation of clients and candidates in line with our mission statement and company values. Alto Staffing code guides both internal and external employees of the firm in all business practices and services provided.

Business Conduct:

Introduction:

This Code of Business Conduct covers a wide range of business practices and procedures. It does not cover every issue that may arise, but it sets out basic principles to guide all employees and officers of the Company (Company includes Alto Health Care Staffing, Inc., and all its subsidiaries). All of our employees and officers must conduct themselves accordingly and seek to avoid even the appearance of improper behavior. The Code should also be provided to and followed by the Company's agents and representatives. In addition, Company policies apply to various Company operations and you need to know and follow those policies that apply to your Company work.

If a law conflicts with a policy in this Code, you must comply with the law. Also, if a local custom or policy conflicts with this Code, you must comply with the Code. If you have any questions about these conflicts, you should ask your supervisor how to handle the situation. Employees and officers are responsible for understanding the legal and policy requirements that apply to their jobs and reporting any suspected violations of law, this Code or Company policy.

Those who violate the standards in this Code will be subject to disciplinary action, *including possible dismissal*. Furthermore, violations of this Code may also be violations of the law and may result in civil or criminal penalties for you, your supervisors and/or the Company. *If you are in a situation which you believe may violate or lead to a violation of this Code*,

Alto Health Care Staffing operates all practices based on honesty and integrity. Alto will never misrepresent a client to a candidate nor a candidate to a client in any way, shape or form in order to make a placement or for financial gain. Alto will listen to both client sets; perform thorough and diligent processing of information in accordance to Altos' policies, procedures and practices in order to make a successful match.

Alto complies with all rules and laws impacting business operations including but not limited to all federal, state and local laws, regulatory agencies including but not limited to The Joint Commission, FLSA, EOE, HIPPA, Credentialing Boards, and etc.

Alto Health Care Staffing makes available to the public, clients and employees all credentialing and business licensing information per request. Alto provides access to any individuals wanting to file a complaint or report an issue or violation.

Alto provides an employee handbook to all internal and external employees which specifically identify all policies and procedures that must be adhered to for continued employment as an Alto representative. The Employee Handbook is available on our company website and can be accessed at anytime.

EMPLOYMENT PRINCIPLES

Performance Guidelines

It takes a special type of professional to work for an agency. You must be independent, flexible, a team player, and be a self-starter. Alto Health Care Staffing only wants to partner with quality and the best and brightest in the field. Just as there are laws that govern our conduct as citizens in the community, in the health care provider community there are certain general performance guidelines which govern our conduct as employees.

Please keep in mind that we have worked very hard to start our company and the continued success of Alto Health Care Staffing is a direct result of our commitment to quality. You represent us as the face of our agency.

The following general performance guidelines are broadly stated, and all employees are expected to use good judgment and take responsibility for their conduct. As an agency, you are expected to deliver quality service to the utmost of your ability above and beyond the Staff employee of our respective clients. We expect our employees to:

Refrain from any actions that have a disruptive or negative effect on other employees or on the efficient operation of our business.

Maintain a good attendance and punctuality record.

Follow all safety rules and always work in a safe manner.

Perform at the "excellent" level and maintain acceptable standards of quality and production.

Conduct all matters with professionalism and good judgment. Be cooperative and strive to meet the needs of our clients.

Deliver the best Service and Quality care to our clients and patients as a representative of our company.

Support and abide by company policies and/or procedures.

Each employee's performance is their own responsibility. Each health care employee will be evaluated based on his/her job responsibilities and duties as outlined in their job description which has been provided. Employees may also undergo evaluations from time to time by our client facilities as deemed necessary.

Employees who smoke must follow policies and/or procedures of each client facility.

CONFLICT OF INTEREST

A "conflict of interest" exists when a person's private interest interferes in any way - or even appears to interfere - with the interests of the Company. A conflict situation can arise when an employee or officer takes actions or has interests that may make it difficult to perform his or her Company work objectively and effectively. Conflicts of interest may also arise when an employee or officer, or a member of his or her family, receives improper personal benefits as a result of his or her position in the Company. Loans to, or guarantees of obligations of, employees and officers and their family members by the Company may create conflicts of interest and in certain instances are prohibited by law.

It is a conflict of interest for a Company employee or officer to work for a competitor, customer or supplier. You should avoid any direct or indirect business connection with our customers, suppliers or competitors, except as required on our behalf.

Conflicts of interest are prohibited as a matter of Company policy, except as approved by the Board of Directors. Conflicts of interest may not always be clear-cut, so if you have a question, you should consult with your supervisor. Any employee or officer who becomes aware of a conflict or potential conflict should bring it to the attention of a supervisor, manager or other appropriate personnel.

The following items may be viewed as a conflict of interest:

An employee that has worked for a client facility or client corporation directly may not be presented as a contract worker for re-hire until a period of six months of complete separation. An employee may not work for a client company and Alto Health Care Staffing simultaneously. An employee may not work for Alto Health Care Staffing and another agency simultaneously for the same client company. Some client companies forbid this practice and social security and profile checks are done at time of submission.

An internal Alto Health Care Staffing employee may not have an inappropriate relationship for any other purposes than conducting business with any external field employees or employees of client companies.

PROCESS FOR FILING A COMPLAINT

Any question or concerns regarding business conduct including patient's rights and safety, safe business practices, suspected violations of laws, ethical business practice or interpretation of any policies or procedures should be directed to the Management and Leadership of Alto Health Care Staffing, Inc.

You may call or inform in writing any complaint or concern directly to Alto Health Care Staffing President and CEO as identified below. The mission of Alto values your information and will address it quickly and swiftly in order to address concerns and resolve all issues.

Your call will remain confidential with any sources informed below;

Alto Health Care Staffing, Inc. / Leslie Kahn, RN, BSM, CTC, President and CEO/ Private and Direct Line: 937-228-7002/ <u>LKahn@AltoStaffing.com</u> or One Elizabeth Place, Dayton, OH 45417

The Joint Commission Organization responsible for accreditation of health care staffing practices/630-792-5541/Jointcommission.org/One Renaissance Blvd, Oakbrook Terrace, IL 60181.

Better Business Bureau/ 937-222-5825/www.bbb.org/15 W 4th St Ste 300, Dayton, OH 45402

Equal Employment Opportunity Commission (EEOC)

The personnel policies of Alto Health Care Staffing are based on the belief that the success of the company, its products and service, is primarily dependent upon you and all other Alto Health Care Staffing employees. It is the policy of the company to provide all its employees with equal opportunities to be successful in their positions and to provide opportunities for advancement.

To this end, the company is committed to complying with all state and federal laws of non-discrimination and has formally adopted the following equal employment opportunity policy:

It is the policy of Alto Health Care Staffing to provide equal employment opportunities to all qualified employees and applicants without regard to race, religion, creed, color, sex, age, disability or national origin.

You share in the responsibility of preventing discrimination. No acts of individual discrimination or harassment by an employee against any other employee, co-worker, or client while on company time will be tolerated.

If you believe you have been discriminated against, discuss your concerns immediately with the Director or any other executive officer of the company. A thorough investigation of all complaints will be taken seriously and investigated immediately and corrective action will be implemented as required.

Privacy

Alto Health Care Staffing recognizes your right to privacy; in order to adhere to this principle, we follow the procedures listed below:

- We request from you only that information required for business or legal purposes.
- We protect the confidentiality of all personnel information in your records, unless otherwise indicated.
- We limit the availability of personal information to those company officials with a business "need to know".
- We refuse to release information about an employee to outside sources without the employee's approval unless required by law, policies and/or procedures.
- We require those involved in record keeping, to adhere to these policies and procedures.
- All data and information gathered is secured through our various databases. These databases are protected against loss, destruction, tampering and unauthorized access.

• In the event that the confidentiality or security is breached, Alto will notify affected parties and take measures to secure the information and any other actions required to recover and protect documents and information via the policies of our secured networks.

Proficiency Based Testing

All employees will be required to undergo and pass basic competency testing as well as skilled testing, based on position applying for, in order for Alto Health Care Staffing to meet certain contractual requirements as well as deliver the highest level of customer service to our client facilities.

Licensure, Registration and Certification

Certain positions require state and/or national licensure, registration or certification. Employees who are hired, or transferred, into such positions must have their status verified upon employment/transfer and at the time of renewal.

Employees are responsible for maintaining current licensure, registration, or certification as applicable.

Any change in status must be reported immediately to your supervisor and to the Human Resources Department.

CPR/(BLS)/Non-BLS First Aid Certifications

Alto Health Care Staffing periodically hosts American Heart Association CPR& First Aid courses. Class dates, times and locations can vary. If you require a BLS (CPR) or Non-BLS First Aid certification; please contact your respective Human Resource Coordinator for schedules and cost at 937-228-7007 or visit our website.

If you are a new Alto Health Care Staffing employee with less than a year of ACTIVE employment; course fees must be paid to the AHA instructor before the beginning of each class. Alto Health Care Staffing will pay for CPR/First Aid recertification for employees that have reached a full calendar year of ACTIVE employment on or before the class date.

Alto Health Care Staffing Employee Profile Policy

All employees of Alto Health Care Staffing shall provide information requested in order to build a complete file as required by the standards of JCAHO. This information shall include, but is not limited to: application, references, proof of licensure, CPR and/or ACLS as required, consent for background check, skills checklists, competency testing, HIPAA testing and acknowledgment of understanding, OSHA tutorial and testing, Age Specific tutorial and testing, Body Mechanics tutorial and testing, Environment and Safety tutorial and testing, Infection Control tutorial and testing, job description, current negative TB, history of Hepatitis B vaccine or declination, history of varicella or titer, MMR vaccine history or positive titer, urine drug screen, and fit-forduty physical.

This information shall be provided, performed, acknowledged or signed as applicable upon hire. Some elements shall be repeated annually to include but not limited to: background check, proof

of licensure, skills checklist, HIPAA acknowledgment of understanding, TB, urine drug screen and fit-for-duty physical. Those certifications that are to be renewed periodically, such as CPR and ACLS, shall be kept current and proof of recertification shall be provided to Alto. In the event that an employee has not maintained current documentation in his or her file, that employee shall be removed from the schedule until the file is updated.

Confidentiality

It is the policy of Alto Health Care Staffing to ensure that the operation, activities and business affairs of the company, our clients, and their patients, are kept confidential to the greatest possible extent. A HIPAA test will be given after reviewing our HIPAA policy and will be kept in your personnel file.

Personal Conduct

PLEASE NO CELL PHONE USE ON THE FLOOR WHILE AT ANY FACILITY

Your personal affairs should never reflect unfavorably on Alto Health Care Staffing. Common sense, high ethical standards and discretion are your best guidelines for proper personal conduct.

Alto Health Care Staffing Property at Termination

All information contained in any computer or paper file at Alto Health Care Staffing is to be considered private and proprietary. This information includes, but is not limited to, information about patients, staff, physicians, employees, management, or others. This information also includes, but is not limited to, information about policies, procedures, finances, practices, billing, collection, protocols, scheduling, any information pertaining to any aspect of the operation of Alto Health Care Staffing, or any organization operating within Alto Health Care Staffing, or personal information regarding any employee thereof. ("Proprietary information") This information may not be copied, duplicated, or saved in any form by employee except in connection with employees' performance of his or her duties with Alto Health Care Staffing. Upon termination of employees' service for any reason, said employee shall leave, and return all equipment, property, and information to Alto Health Care Staffing. If the employee has electronic or other copies of any such information on any medium owned by employee, said copies shall be destroyed, and employee shall sign a verification that same has occurred. Alto Health Care Staffing reserves the right to hold your last paycheck until all client or Alto property is returned upon separation from the assignment.

Americans with Disabilities Act (ADA)

Alto Health Care Staffing provides equal employment opportunity for all individuals without regard to race, color, religion, sex, age, national origin, disability or status as a Vietnam era veteran. In particular, as it relates to disability, it is the policy of Alto Health Care Staffing to comply with all the relevant and applicable provisions of the Americans with Disability Act (ADA). With respect to its own employees, the recruitment and the referral of individuals seeking employment and the representation of employers seeking employees (clients), Alto

Health Care Staffing will not discriminate against any qualified employee or job applicant with respect to any terms, privileges or conditions of employment because of a person's physical or mental disability. In the conduct to our health care staffing business, Alto Health Care Staffing will not accommodate, further, advance, condone, sanction, or in any manner comply with any request, directive, entreaty, demand or suggestion that Alto Health Care Staffing violate the spirit of the letter of the ADA.

Dress Code

Agency Personnel shall comply with Participating Institutions dress and appearance policies. Under no circumstances shall Agency Personnel wear jeans, halter-tops, shorts, sleeveless shirts or facial earrings. Any exceptions to the dress code shall be agreed upon by the Agency and the Participating Institution.

Badge Policy:

Every employee must wear the Alto Health Care Staffing official picture ID Badge issued to you at the time of hire when reporting to each and every client facility and assignment as a Alto Employee. You must wear your badge every single shift in which you are providing services to a client facility or company as a Alto Employee.

Failure to do so can result in disciplinary action.

If you lose your badge, you must contact Alto Health Care Staffing immediately for a replacement badge prior to working your next shift or scheduled day.

The cost of a replacement badge will be \$20.00 and can be deducted from your paycheck with your authorization. To receive a badge replacement, and authorization form, please contact your HR Coordinator.

Patient Incident Reporting

In the event that an unexpected patient incident related to the care, treatment, and services provided (including errors, safety hazards, injuries and sentinel events, regardless of whether the incident resulted in an adverse patient outcome the following procedure must be implemented by the Alto Employee.

The employee must first and foremost identify and secure the safety of the patient. The employee must notify the immediate supervisor at the client site and implement and follow all client policies and procedures as provided to the employee at the time of facility orientation.

The Alto Employee or Client facility will notify Alto Health Care Staffing if deemed necessary in a timely manner. This notification may be provided by means of a Service Recovery Form.

Hand Washing

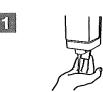
Alto Health Care Staffing follows the policy and procedure for Hand washing based on standards of The Joint Commission on Accreditation and the Centers for Disease Cont Please review the modified CDC/WHO technique for GUIDELINES FOR HANDWASHING	rol
GUIDELINES FOR HANDWASHING	

Hand Hygiene Technique with Soap and Water

Duration of the entire procedure: 40-60 seconds



Wet hands with water;



Apply enough soap to cover all hand surfaces;



Rub hands palm to palm;



Right palm over left dorsum with interlaced fingers and vice versa;



Palm to palm with fingers interlaced;



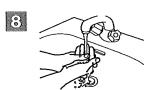
Backs of fingers to opposing palms with fingers interlocked;



Rotational rubbing of left thumb clasped in right palm and vice versa;



Rotational rubbing, backwards and forwards with clasped fingers of right hand in left palm and vice versa;



Rinse hands with water;

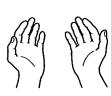
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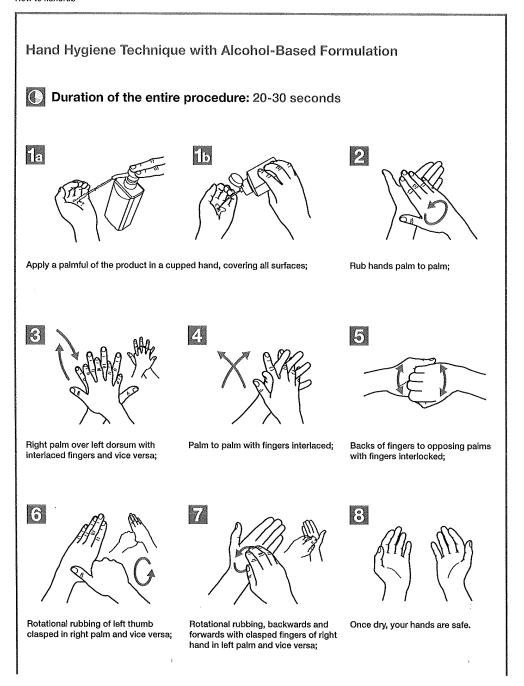
Dry hands thoroughly with a single use towel;



Use towel to turn off faucet;



Your hands are now safe.



Medications

Any employee using a prescription drug that may cause adverse side effects must inform his/her supervisor that he/she is taking such medication, the possible side effects, and the duration of its use. The company may have a physician of its choice determine if a prescription drug or medication produces potentially hazardous effects and restrict the employee's work activity.

Bureau Criminal Background Investigation

(I) Due to the nature of the health care industry, Alto Health Care Staffing employees will be subject to a criminal background investigation prior to employment. A criminal background investigation will be conducted on every new hire regardless of position. This investigation is conducted by the State of Ohio. Our objective is to create and maintain the safest and most productive work environment possible for all involved.

All information obtained from this investigation shall remain the property of the investigating authority, Alto Health Care Staffing, and shall remain confidential unless required by law or policies/procedures.

- (A) This rule sets forth the process and requirements for the criminal records checks of persons under final consideration for employment with our agency, and existing employees within our agency in a full-time, part-time or temporary position, and who are providing home and community-based services (HCBS) in an ODJFS-administered waiver.
- (B) Terms and definitions for purposes of this policy;
- (1) "Disqualifying offense" means any of the following:
- (a) A violation of ANY FELONY
- (b) An existing or former law of the state of Ohio, any other state, or the United States that is substantially equivalent to any of the disqualifying offenses as set forth in paragraph (II) of this rule.
- (C) Process for conducting criminal records checks.
- (1) The agency shall require each person, at the time of initial application for a position that involves providing a set of fingerprint impressions and that a criminal records check must be conducted if the person comes under final consideration for employment.
- (2) An employee of an agency in a full-time, part-time, or temporary position that involves providing services shall comply with this rule.
- (3) The agency shall require each applicant to request that the BCII superintendent conduct a criminal records check with respect to the ODJFS- agency provider applicant, and pursuant to sections 109.572, 5111.033 and 5111.034 of the Revised Code.
- (a) If an applicant does not present proof of having been a resident of the state of Ohio for the five-year period immediately prior to the date the criminal records check is requested, or provide

- evidence that within that five-year period the superintendent has requested information about the applicant from the federal bureau of investigation (FBI), the chief administrator shall require the applicant to request that the superintendent obtain criminal records check from the FBI.
- (b) Even if an applicant presents proof of having been a resident of the state of Ohio for the five-year period, the client organization may require the applicant to request that agency obtain information from the FBI in the criminal records check.
- (4) The agency shall provide applicant or employee the following information regarding the criminal background investigation:
- (a) Information about accessing, completing and forwarding of the results from the Electronic Fingerprint Imaging System utilized by WebCheck via the State of Ohio Office of Attorney General.
- (b) An electronic WebCheck Waiver Agreement authorizing this WebCheck agency DXI655-Alto Health Care Staffing to submit information to the Ohio Bureau of Criminal Identification and Investigation to conduct a criminal records check for information.
- (5) A criminal background check may be conducted randomly during the course of your active employment, at the start of each new assignment and at the client request.
- (a)Regardless of when the results are obtained, if they indicate that the individual has been convicted of, has pleaded guilty to, or has been found eligible for intervention in lieu of conviction for any of the offenses set forth in paragraph (II) of this rule, then the agency:
- (i) Shall terminate his or her employment; or
- (ii) May choose to employ him or her because he or she meets all of the conditions set forth in paragraph (D) of this rule.
- (7) The agency will pay the fee for all criminal background checks, unless Federal Background Checks were incurred due to temporary travel assignments outside of the United States.
- (8) Reports of any criminal records checks conducted by FBI and/or BCII in accordance with this rule are not public records for the purposes of section <u>149.43</u> of the Revised Code and shall not be made available to any person other than the following:
- (D) Conditions and factors used to evaluate an applicant's personal character.
- (1) If an applicant has been convicted of, has pleaded guilty to, or has been found eligible for intervention in lieu of conviction of only one of the disqualifying offenses set forth in the following conditions are met:
- (II) CRIMES THAT BAR EMPLOYMENT and ASSIGNMENT/DISQUALIFYING OFFENSES.

Policy:

The following crimes bar assignment of Assigned Employee by Alto Health Care Staffing, Inc.

Convictions include conviction for committing the offense or for attempt, solicitation or conspiracy to commit any offenses listed below.

All Felony Convictions (No Time Limit) and misdemeanors as follows:

2903.01	Aggravated Murder
2903.02	Murder
2903.03	Voluntary Manslaughter
2903.04	Involuntary Manslaughter
2903.11	Felonies Assault
2903.12	Aggravated Assault
2903.13	Assault
2903.16	Failing to Provide for a Functionally Impaired Person
2903.21	Aggravated Menacing
2903.34	Patient Abuse and Neglect
2905.01	Kidnapping
2905.02	Abduction
2905.04	Child Stealing
2905.05	Criminal Child Enticement
2905.11	Extortion
2905.12	Coercion
2907.02	Rape
2907.03	Sexual Battery
2907.04	Corruption of a Minor
2907.05	Gross Sexual Imposition
2907.06	Sexual Imposition
2907.08	Voyeurism
2907.09	Public Indecency
2907.12	Felonies Sexual Penetration
2907.21	Compelling Prostitution
2907.22	Promoting Prostitution
2907.23	Procuring
2907.25	Prostitution
2907.31	Disseminating Matter Harmful to Juveniles
2907.32	Pandering Obscenity
2907.32.1	Pandering Obscenity Involving a Minor
2907.32.2	Pandering Sexually Oriented Matter Involving a Minor
2907.32.3	Illegal Use of Minor in Nudity-oriented Material or Performance

2911.01	Aggravated Robbery
2911.02	Robbery
2911.11	Aggravated Burglary
2911.12	Burglary
2911.13	Breaking and Entering
2913.02	Theft: Aggravated Theft
2913.03	Unauthorized Use of a Vehicle
2913.04	Unauthorized Use of Property; Unauthorized Access to Computer System
2913.11	Passing Bad Checks
2913.21	Misuse of Credit Cards
2913.31	Forgery
2913.40	Medical Fraud
2913.43	Securing Writings by Deception
2913.47	Insurance Fraud
2913.51	Receiving Stolen Property
2919.12	Unlawful Abortion
2919.22	Endangering Children
2919.24	Contributing to Unruliness or Deliquency of a Child
2919.25	Domestic Violence
2921.36	Prohibition of Conveyance of Certain Items on to Grounds of Detention
	Facility of Mental Health or MRDD Facility
2923.12	Carrying Concealed Weapons
2923.12	Having Weapons While Under Disability
2923.16.1	Improperly Discharging Firearm at or into Habitation or School
2925.02	Corrupting Another with Drugs
2925.03	Trafficking in Drugs
2925.04	Shall Not Cultivate or manufacture drugs
2925.05	Shall Not Provide Money to Another if the Recipient is to Use the Money
	To Purchase Any Controlled Substance
2925.06	Shall Not Administer, Prescribe, or Dispense any Anabolic Steroid Not Approved
	by the FDA
2925.11	Drug Abuse, Shall Not Obtain, Possess or Use a Controlled Substance
2925.13	Permitting Drug Use
2925.22	Deception to Obtain Dangerous Drugs
2925.23	Illegal Processing of Drug Documents
3716.11	Adulterated Food

Non-Harassment

We prohibit harassment of one employee by another employee, supervisor or third party for any reason including, but not limited to: veteran status, race, color, religion, sex, national origin, age and physical or mental disability. Harassment of third parties by our employees is also prohibited.

In addition, race, color, religion, sex, pregnancy or any illness arising out of and occurring during the course of pregnancy, childbirth or related medical conditions, national origin, disability, age and ancestry are protected classes in Ohio.

The purpose of this policy is not to regulate the personal morality of employees. It is to assure that in the workplace, no employee harasses another for any reason.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes and teasing.

Sexual Harassment

All employees should enjoy a work atmosphere free from all forms of unlawful discrimination, including sexual harassment. This freedom from harassment extends to actions of clients, vendors, sales representative and job applicants.

Sexual harassment infringes on an employee's right to a comfortable work environment and undermines the integrity of the employment relationship. No employee, male or female, should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Alto Health Care Staffing seeks to make employees at all levels of the corporation sensitive to this issue and to inform them of their equal employment rights.

Unlawful harassment, including sexual harassment, is prohibited. Sexual harassment includes, but is not limited to:

- Unwelcome or unsolicited sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- Unwelcome or unsolicited sexual advance, requests for sexual favors and other verbal or
 physical conduct of a sexual nature when submission to or rejection of such conduct by
 an individual is used as the basis for employment decisions affecting such
 Individual, (i.e. hiring, firing, promotion, demotion, compensation, benefits, and working
 conditions).
- Unwelcome or unsolicited sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, offensive, or uncomfortable working environment.

Harassment Complaint Procedure

If you experience any job related harassment based on your sex, your race or another factor or you believe you have been treated in an unlawful, discriminatory manner, promptly report the incident to your Staffing Coordinator, or to Human Resources. If it would not be appropriate to discuss the matter with your Staffing Coordinator, report the matter directly to the Director of

Alto Health Care Staffing. Your complaint will be kept confidential and will be investigated. If the company determines that an employee is responsible for harassing another employee, appropriate disciplinary action up to possible termination will be taken against the offending employee. If the offending person is an employee of a client facility, the client will be notified and the matter will be handled between the branch Director and the client.

Alto Health Care Staffing prohibits any form of retaliation against any employee for filing a legitimate complaint under this policy or for assisting in a complaint investigation.

Safety in the Workplace

Alto Health Care Staffing is committed to providing a safe and healthy work environment and the company makes every effort to comply with relevant Federal and State Occupational Health and Safety laws. Alto Health Care Staffing employees are expected to bond to and practice good safety and housekeeping principles at all times. Health Care professionals are expected to familiarize themselves with, and bond to, safety, disaster, and housekeeping procedures and regulations of each client facility. This includes, but is not limited to, the following for each client facility:

- Exposure Control Plan
- Hazard Communications Standards
- Risk Manual & satisfactory maintenance and promotion of Universal Precautions
- Safety Hazards
- Avoid carrying credit cards or large amounts of money
- Do not leave your purse in a public or conspicuous area
- Always remain alert when outside a client facility, whether it is during the day or night
- Do not leave valuables in your car

Work Related Injuries

In compliance with OSHA (Occupational Safety and Health Administration), any injury, illness, or incident suffered while working for Alto Health Care Staffing must be reported as soon as possible; time lapse should not surpass 24 hours. As an employee of Alto Health Care Staffing, you are covered for work related injuries and/or illnesses resulting from an incident during your assignment. However, this coverage does <u>not</u> expand to: going and coming from your work assignment, nor to visits to our office for any purpose.

If an incident occurs, but the employee is not treated, this <u>still</u> must be reported to our office. In addition, all incident reports must include the employee's name, the date and location of the incident, a description of job responsibilities being performed at the time of the incident, and a description of the illness and/or injury within 24 hours. A physician's statement of release is required for an employee to return to work after a disabling work related injury or illness.

Policies for Work Related Accidents

In the event of a work related injury, Alto Health Care Staffing has several simple guidelines to follow.

- Please immediately report accident to employer health or house supervisor
- Employee reports injury to supervisor

- In an emergency, the injured worker (IW) gets immediate medical treatment
- Complete an internal accident investigation report (follow your organization's
- internal procedures)
- Secure witness statements
- Complete the First Report of Injury (FROI)
- Employer notifies Alto Health Care Staffing and MCO
- Fax, telephone, mail or electronically (EDI)
- Medical providers are to notify your MCO within 24 hours of treatment
- MCO notifies BWC within 24 hours
- Alto Health Care Staffing claims representative begins the three-step claims management process

All injuries should be reported despite the severity. Please provide the same information to Alto Health Care Staffing so we are within the appropriate guidelines that are instituted. Thank you for your cooperation.

Claim Procedures

Alto Health Care Staffing manages the claim until all issues in the claim are resolved.

Your MCO manages the claim until all medical treatment issues are resolved.

Disputes on compensation and allowance issues are heard before the Industrial Commission of Ohio (IC). Representation of the employer, as permissible under the

Law and the Rules and Regulations of the BWC/IC, is provided by Alto Health Care Staffing. Disputes on medical issues go through your MCO's Dispute Resolution Process.

Workplace Violence

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to organization property in the event someone, for whatever reason, may be unhappy with an organization decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your manager at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the greatest extent possible, investigated, and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence.

Violations of this policy, including your failure to report or fully cooperate in the organization's investigation, may result in disciplinary action, up to and including immediate discharge.

POLICY FOR CONTACTING ALTO HEALTH CARE STAFFING IN CASE OF AN EMERGENCY

If an outside individual needs to make contact in case of an emergency to any employee working in the "field" for a Alto Client; please contact Alto Health Care Staffing, Inc. directly at 937-228-7007 anytime; we have 24/7 availability to speak to a live Staffing Specialist. If an emergency occurs involving inability to contact Alto Health Care Staffing via phone or internet please call 937-608-7007 directly and your call will be answered.

In An Emergency

The manager should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. If the manager is unavailable, contact the nearest organization official.

Should an emergency result in the need to communicate information to employees outside of business hours, the manager will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify the manager in the event this information changes.

When events warrant an evacuation of the building, you should follow the instructions of your supervisor or other management or building official. You should leave the building in a quick and orderly manner. You should assemble at the pre-determined location as communicated to you by your supervisor to await further instructions or information.

Please direct any questions you may have about the organization's emergency procedures to your manager.

Scheduling

The following scheduling guidelines refer to employees of Alto Health Care Staffing who are scheduled or contracted to facilities.

Please call in with your schedule and availability during our **office hours of 7:30am-5:00pm.** Even though we are available to you 24 hours per day, 7 days per week, scheduling during the regular office hours will allow us to prevent errors, maximize efficiency and provide better service to you and our client. Please allow us to be the facilitator or "middle man" between our client and yourself. We are here to work for you. Please call us first and we can then call the client and you. We need to be kept in the loop and may even have additional information that is important for you to receive prior to contacting a client. So, if you need to cancel a shift, confirm a shift, or call about the schedule, all the calls should come through us first so that we can better serve you.

Float Use of Agency Personnel

Participating Institutions may require Agency Personnel to float to like patient care service areas, similar to the Participating Institutions policy for its own staff. However, Participating Institutions may only float Agency Personnel to units that are within the scope of such Agency Personnel clinical expertise, and to which they have been appropriately oriented by Participating Institution. In such situations, the hourly rate will maintain at the rate in which they have been appropriately oriented by Participating Institution. Agency Personnel should not refuse to float and refusal to float may hinder employment opportunities. If for some reason that you feel in your professional opinion that you have been reassigned to an area outside of your area of expertise or skill set, please notify Alto Health Care Staffing immediately. Alto Health Care Staffing will then contact the client and discuss the situation so that you may be reassigned to a more appropriate area within your skill set. Alto Staffing would never want to compromise the

care outside of a skill set that will be delivered to the client patients nor risk jeopardizing the safety of either patient or consultant or license and best practices.

Payroll/Time Sheet Policy

- 1. All time slips are to be completed on a weekly basis.
- 2. Please turn in the white copy (top copy) to our office if delivering in person.
- 3. Faxed copies of time slips will be accepted. Please fax your time slip to 1-888-881-2575 or E-mail them to TimeSlips@altostaffing.com. They must be received by 12:00p.m Monday. Please call to ensure that we have received your time slips so you will be paid and avoid any electronic issues that may occur.
- 4. You must write with a fine point marker/pen. You must call Alto to ensure your fax was received and legible. If you do not follow up with the phone call and the time slip is not received and legible, Alto will not be held responsible for non-payment. Incomplete or illegible time slips received in any form may cause delays in receiving your paycheck.
- 5. For your convenience, if it is after office hours and we are closed, we have a black drop box outside of our office door on the right hand side. This box is locked and confidential. Security is always at the front desk for your safety.
- 6. All blanks must be filled out completely.
- 7. Please correspond the date with the correct day of the week.
- 8. If you did not take a lunch, this must be signed also by the supervisor or a lunch will automatically be deducted.
- 9. Each time slip must have both signatures on the bottom, or will not be processed.
- 10. Please leave the yellow copy with the client.
- 11. Please keep the pink copy for your records.
- 12. All time slips are to be turned in each Monday by 12:00 p.m.
- 13. Pay week runs from Sunday to Saturday, with the time slips turned in the following Monday. Pay week is one week behind the week worked.
- 14. Pay Day is every Friday on a weekly basis.
- 15. Options for your paycheck: Direct Deposit or a Pay Card
 - a. We have the option to direct deposit your weekly payroll check into an open checking or savings account. Please fill out the appropriate form at our office and attach a voided check. If it is a savings account, you need to provide bank letterhead with the routing and account numbers. This can be provided by your bank.
 - b. We also have the option to deposit you paycheck onto a Debit Pay Card. Pay cards will be activated in the office of Alto Health Care Staffing. Paychecks will be deposited to your account on Friday.
 - c. The direct deposit may take up to two weeks to take effect. If you have a live check you may pick up your paycheck in our office on Fridays between 8 am and 4 pm.
 - d. All paychecks not picked up by 4:00 pm on Friday will be placed in the mail. Your paycheck will arrive in the mail to you typically on Saturday or Monday at the latest.



Cancellation and Attendance Policy

- A self-cancelled shift, a call off and a tardy are considered to be an Occurrence.
- If you know that you are not feeling well or have an ill family member at home that may prevent you from working your committed shift, please notify us as **soon as possible**. It is unacceptable for a family member or friend to cancel your shift for you.
- You must <u>cancel</u> at least <u>2 hours</u> before your shift by calling Alto, unless extreme circumstances prevail; failure to do so may result in disciplinary action up to removal from the schedule for an indefinite period of time to be determined.
- You must notify Alto Staffing if you are at your assignment and you need to leave your assignment due to illness, emergency or any other reason in addition to notifying your immediate supervisor at the facility.
- If you are going to be cancelled or sent home by the facility, you must notify Alto.
- You are expected to be clocked in and at your assigned work station promptly at the scheduled start of your assigned shift. Failure to be at your assigned work station later than five (5) minutes after your assigned shift is scheduled is considered a tardy. If you are going to be more than five minutes late to work, you must notify Alto.
- Attendance records are maintained and documented in each field employee's personnel file. Continual or habitual absences or tardiness may result in removal from that assignment or affect future consideration for assignments. Absences and tardiness (occurrences) may result in disciplinary action, up to and including termination.
- More than six occurrences in a one year period or 4 occurrences in a six month period or 3 occurrences within one month are considered unacceptable unless extreme circumstances prevail.
- The following disciplinary action may be enforced for an occurrence within a rolling thirty (30) day period;
 - One (1) occurrence may result in a verbal warning.
 - Two (2) occurrences may result in a written warning and possible removal from your next scheduled shift.
 - Three (3) occurrences may result in a final written warning and possible removal from the schedule for a period of time to be determined.
- 90 days of inactivity will result in inactivation.
- If you are going to cancel your shift for any reason please contact your Staffing Coordinator, Career Advocate or available Alto Representative. Alto Staffing has a Staffing Coordinator available to you 24 hours per day/ 7 days per week. Please call your local branch and the call will be answered!

Meal Time

A 30 minute, unpaid meal break should be taken each day. Your supervisor is responsible for approving the scheduling of this time.

Paid Time Off

The following policy applies to the active employees of Alto Health Care Staffing, Inc. The following requirement must be met to maintain eligibility for Paid Time off (PTO):

- 1. The employee must have an active status with Alto Health Care Staffing.
- 2. The employee must be employed with Alto Health Care Staffing, Inc. for a period of one (1) year and/or have completed four consecutive full time contracts.
- 3. The employee must maintain a full-time status basis which consists of a minimum of 36 hours per week.
- 4. PTO will be awarded in relationship to the amount of hours typically worked on a weekly basis for the period in which the PTO is being earned. The PTO will not exceed the average number of hours one has worked within a typical work week. For example; if you work three 12 hour shifts per week totaling 36 hours, then you only eligible to be paid for 36 hours of PTO.
- 5. PTO shall be taken in between contracts only, unless written into the contract with prior approval from the client.
- 6. PTO will be paid at the General Hourly Rate or Base Rate only.
- 7. No call offs or cancellations may be made by the employee during the contracts in order to maintain eligibility.
- 8. For employees assigned to any PEO client; please refer to your Professional Candidate Service Agreement for your Time off with Pay Policy; also please note that variations in PTO earned may occur due to job classification.
- 9. The following schedule will determine the amount of PTO earned upon meeting the above eligibility requirements:
 - a. One Year FULL TIME Anniversary: 1 Week PTO
 - b. Or first four full-time contracts as a Alto Health Care Staffing employee: 1Week PTO
- 10. Any PTO time requires a two week advance notice to Alto.

This schedule equates to, the employee may become eligible for ONE (1) week of PTO per year providing the above eligibility requirements have been met.

Bereavement Leave

- After completion of one thirteen (13) week contract, and if committed to at least a second contract, employees are eligible for three (3) paid days off for the death of an immediate family member.
- Members of the immediate family include spouses, parents, children, brothers, sisters, grandchildren, grandparents, parents-in-law, legal guardians and domestic partners and their parents.
- After meeting the same requirements as outlined above, employees are eligible for one (1) paid day off for the death of an aunt, uncle, niece or nephew.

Requests for bereavement leave should be made to Alto Health Care Staffing as soon as
possible. Alto Health Care Staffing reserves the right to request written verification of an
employee's familial relationship to the deceased and his or her attendance at the funeral
service as a condition of bereavement pay.

Internet & Company Policy

As the company maintains its own Web site and Internet account, employees are not to use their personal accounts during work hours or use company equipment to reach personal sites.

All items uploaded to our Web site are to be scanned for viruses. All items downloaded from our Web site or any other location is to be scanned for viruses. It is never to be placed on a hard drive.

The company does monitor the use of the internet. It does monitor the use of our phone lines, including local calls to determine whether employees are violating any applicable company policies. The company also monitors use of our network and computer systems. Any data on company facilities or its premises may be viewed at any time. Employees have no ownership or privacy expectations in such data. All work created using company equipment of facilities belongs to the company.

Employees are expected to comply with the company policy regarding confidentiality, solicitation, moonlighting, business ethics and harassment when using the internet.

Employees are not to place personal copies of software or data on any company equipment. This especially includes any games or pornographic material.

Employees are not to use any company equipment for personal use including printer, copier, fax, postage equipment, scanner, camera, office supplies, marketing supplies or any other property owned by the company.

Violation of this company policy may lead to discipline including discharge.

Serious Misconduct

We have provided the information concerning what is expected of employees and how the company will work with its employees to help them meet these requirements. However, there are certain actions and behaviors that are by nature so serious that it places them outside the realm of the Corrective Action Program. When an employee commits one of those actions, he/she may be terminated from employment immediately. Examples of these types of activities include, but are not limited to:

- Uttering threats or fighting with a co-worker, client or affiliate of Alto Staffing
- Conviction of a felony
- Deliberately damaging company property or the property belonging to a Alto Health Care Staffing employee or client facility
- Misrepresenting employment information
- Falsifying records
- Racial or sexual harassment of a Alto Staffing employee, co-worker or client
- Refusing to perform a work assignment or adhere to direction made by a supervisor of Alto Staffing or client supervisor
- Deliberately utilizing unsafe work practices
- Insubordination

- Leaving an assignment without authorization from Alto Staffing and client facility
- Compromising patient, client or employee confidentiality
- Theft
- Use, possession or being under the influence of drugs or alcohol on company
- property or while on assignment
- Attempting to conceal serious quality problems in the work performed
- Failure to submit to drug testing or a criminal background check
- Possession of firearms or weapons on company or client property

Substance Abuse Policy

It is the policy of Alto Health Care Staffing to provide a safe environment, to assure the public trust, and to promote the health and welfare of it patients, visitors, employees, and volunteers. Alto Staffing requires its employees, when reporting for work, to be physically, mentally, and emotionally able to perform their duties. For purposes of this policy, volunteers are considered the same as employees. The use or abuse of any drug, medication or alcohol, as defined within this handbook should not impair an employee's job performance.

Under no circumstance, should an employee report to a work assignment under the influence of any substance which may have an adverse affect on the ability to perform his or her duties in a safe manner.

Policy Procedure

When observed behaviors (e.g., an accident, slurred speech, drowsiness and/or sleepiness, odor of alcohol on the breath, aggressive behavior, unexplained work errors, unexplained change in mood, lack of manual dexterity, lack of coordination in walking, uncontrollable crying, inappropriate responses, etc.,) provide a reasonable suspicion that an employee is unfit for duty, the employee will be asked to submit to a fitness for duty evaluation.

For the purpose of this policy, a drug is defined as any of the following:

- Any over the counter medication
- Any prescribed medication
- Any illegal or non-prescribed controlled chemical substance
- Any alcoholic beverage
- Any substance causing adverse job performance

Fitness for Duty Evaluation

A Fitness for Duty Evaluation will be conducted by the ETC. The evaluation may include testing for chemicals (i.e. alcohol levels or other appropriate diagnostic procedures) and a physical examination. A Fitness for Duty evaluation may occur whenever there is "reasonable suspicion." Request for a Fitness for Duty evaluation should be made in accordance with Fitness for Duty procedures.

Random Drug Testing

Some of our clients require random drug testing of our employees who are assigned to their facility. If those results are positive, the same policies below apply to both positive Fitness for Duty results and positive Random Drug Testing results.

Corrective/Disciplinary Actions

If an employee refuses to consent to a Fitness for Duty Evaluation, that refusal will be considered grounds for termination. If the evaluation results are positive, the employee will be considered to have violated the following hospital rules of conduct and the appropriate corrective action up to and including termination of employment will be taken:

- Unauthorized possession and/or use of any alcoholic beverages or illegal or unprescribed drugs in the workplace.
- Working under the influence of alcohol or illegal drugs.

If test results are negative, the employee will return to work and attend a mandatory conference with the Employee Assistance Coordinator. Corrective action procedures will be followed in regards to the behavior that initiated the Fitness for Duty evaluation. Negative Random Drug Testing Results will lead to no further action.

Confidentiality

All employees involved in the enforcement and/or implementation of this policy are to act with the strictest adherence to confidentiality.

The medical record containing fitness-for-duty evaluation results will be maintained in the Employee Health Office.

Fitness for Duty Evaluation Responsibilities

Manager

Document observed deficiencies in employee performance or behavior. Documentation must include employee name, situation, witnesses, when incident occurred, observed behaviors, impact on ability to perform job duties and/or impact on Alto Health Care Staffing. Possible observations may include but are not limited to:

- Drowsiness and/or sleepiness
- Odor of alcohol on the breath
- Slurred/incoherent speech
- Unusually aggressive behavior
- Unexplained work errors
- Unexplained change in mood
- Lack of manual dexterity
- Lack of coordination in walking
- Accident or injury
- Frequent episodes of crying
- Inappropriate responses.

If situation allows, have behavior witnessed, confirmed, and documented. Interview the employee, in private, to determine need for fitness-for-duty evaluation. Discuss employee's observed behaviors. Request that the employee consent to a fitness-for-duty evaluation. After

your discussion with the employee, contact the Emergency Department Nurse Supervisor prior to escorting the employee to the Emergency Department.

Escort the employee to the nearest Emergency Department and communicate reasons for the exam to the Emergency Department Nurse Supervisor and Physician. Remain with the employee until notified by Emergency Department management that you are no longer needed.

Upon completion of the evaluation, assist the employee in getting home safely by calling a friend or relative of the employee or arranging a taxi. An employee who is unfit to work is unfit to drive. If the employee refuses a ride home, inform them that the police will be called.

Emergency Department Physician

Perform a medical clearance examination on the employee. Medical examinations such as coordination tests and drug and alcohol screens shall be performed. Laboratory specimens will be submitted on an anonymous basis.

Alternate Dispute Resolution and Mutual Agreement to Arbitrate

Alto Health Care Staffing strives to treat every employee, regardless of position, in a fair and just manner at all times. This is consistent with our philosophy that the employment relationship should continue for as long a period as is mutually satisfactory and desirable. You have the right to end the employment relationship at any time, for any reason and Alto Health Care Staffing has the same right. Unfortunately, in the day-to-day operations of our business, mistakes are made and feelings may sometimes be hurt or offended. In order for Alto Health Care Staffing to promptly correct and remedy these situations, we believe it is important that employees have access to a fair, impartial, and speedy procedure that will resolve internally all employment disputes, without time consuming and expensive legal proceedings.

ADRP Process

Step A - Open Door Policy

Employees who believe that they have been treated unfairly or inappropriately in the workplace are encouraged to take advantage of our open door policy. Tell your manager your problem. During this discussion, feel free to speak openly. Your managers' desire is to understand and aid in solving problems that arise at work. Generally, you and your manager

will be able to resolve the problem. If you believe sexual harassment has occurred by those you would like to talk to, proceed at once to the next step of proper consideration. If you do not believe your problems have been straightened out with your manager, see the department head (if applicable). If the problem still has not been straightened out, contact the President. The President will confer with you, and all others involved, to carefully review the facts and

circumstances. If, after a thorough discussion of the matter, you still believe the problem has not been resolved to your satisfaction, you need to proceed to **Step B**.

Step B - Mediation

If the dispute is not resolved to your satisfaction after exhaustion of the open door policy, you may request mediation. To start the mediation process, you must submit a <u>written request to mediate</u> to the Human Resources Department. The request should be made as soon as possible after the dispute arose and should identify and describe the nature of the claim(s) and the facts upon which such claims are based. Upon receipt of a request to mediate, a representative of the Human Resources Department will investigate the claim(s). After the investigation is complete,

the Human Resources Department representative will meet with the parties and attempt to mediate a satisfactory solution to the problem. Once a mutually acceptable agreement has been reached, this agreement will be put in writing and signed by all parties involved. Enforcement of this agreement becomes the responsibility of the Human Resources Department. The Human Resources Department will try to resolve all matters in an efficient and timely manner. Human Resources will notify you, in writing, once the mediation step is completed.

Step C - Final and Binding Arbitration

If the dispute is still unresolved after mediation, the employee may request that it be submitted to arbitration. The dispute will be heard by an independent arbitrator, which has

been selected by both parties. The arbitrator normally charges an hourly fee for their services that will be split between the employee and the Company.

The arbitrator listens to the presentations by both sides and then renders a decision based on the facts. A more complete description of the arbitration procedure is presented immediately below.

Agreement to Arbitrate and Arbitration Procedure

Alto Health Care Staffing recognizes that differences may arise between the Company and an employee. Arising out of, or relating to, employment, or termination of employment, that cannot be resolved by the open door policy, or by mediation. Alto Health Care Staffing also recognizes that resolution of these differences in court is rarely timely or cost effective for anyone. Therefore, Alto Health Care Staffing and you, the Employee, enter into this Mutual Agreement to arbitrate ("the Agreement"), to establish and gain the benefits of speedy, impartial, and cost-effective final and binding arbitration.

It is to be understood that any reference in this Agreement to Alto Health Care Staffing also refers to all subsidiary and affiliated entities, all benefit plans, the benefit plans' sponsors, fiduciaries, and administrators, all successors and assigns of any of them, and to all company officers, directors, employees or agents.

Agreement to Arbitrate Any and All Disputes

Except as otherwise provided in this Agreement, Alto Health Care Staffing and you, the Employee, agree to arbitrate all claims and controversies for which a court would otherwise be authorized to grant relief to the employee, in any way arising out of, relating to, or associated with the employment or termination of employment with Alto Health Care Staffing. This also includes all claims that Alto Health Care Staffing may have against the Employee or that the Employee may have against Alto Health Care Staffing. This means that both parties agree to arbitrate all disputes for claims of wages or other compensation due; claims for breach of any contract or promise; expressed or implied; tort claims, sexual harassment claims; claims of discrimination, including, but not limited to, claims based on race, sex, religion, national origin, age, marital status, handicap, disability or medical condition; claims for benefits, except as excluded in the following paragraph, and claims for violation of any Federal, State or other Governmental constitution, statute, ordinance, regulation, or the common law.

Exceptions to the Agreement to Arbitrate

This Agreement does not apply to, or cover, any claims the Employee may have for benefits under applicable worker's compensation statutes; claims for unemployment compensation benefits; claims by Alto Health Care Staffing for injunctive and/or other equitable relief; claims

based upon an employee pension or welfare benefit plan, the terms of which contain an arbitration or other non-judicial dispute resolution procedure, in which such case the provisions of such plan shall apply, and any other claim or dispute that may not legally be the subject to this Agreement to Arbitrate.

Procedures Used in Arbitration

To commence arbitration, a written request must be made to the Human Resources Department. The request should be made promptly after mediation is completed, generally within ninety (90) days. If such a request is not made in writing within the applicable statute

of limitations that would apply to such claim(s), then the arbitration right is considered to have been waived.

A list of arbitrators will be provided to Alto Health Care Staffing and the Employee. The Company and the Employee will alternate, strike names from the list until one name remains. This person will be the arbitrator. A flip of a coin will determine who strikes the first name. Any arbitration under this Agreement shall be conducted in accordance with the then existing applicable arbitration procedure.

Either party, at its own expense, may arrange for, and pay for, the cost of a court reporter to provide a stenographic record of the arbitration. The other party may obtain a copy of the record by paying, to the reporter, the reporter's fee.

The employee may hire, at his/her own expense, a lawyer to assist and present the Employee's case. In this case, the Company may also hire a lawyer. If the employee chooses not to hire a lawyer to present his/her case, the Company agrees not to hire a lawyer to present their case.

To assist the Employee in presenting his/her case, copies of relevant documents may be made from the personnel file. The arbitrator, for good cause shown, may also require either party to produce copies of any documentation, records, or other materials, subject to any terms and conditions that the arbitrator may impose.

The arbitrator, after submission of post-hearing briefs, will render a written decision to both parties.

The arbitrator will charge an hourly fee, which the Employee and Alto Health Care Staffing will split.

The Law the Arbitrator will follow and the Arbitrator's Authority

The arbitrator will decide whether the dispute presented violates the law of the United States or the law of the State in which employment occurred. In other words, if employment occurred in Ohio, the arbitrator will decide whether the action violates Federal or Ohio law.

The Arbitrator's decision will be consistent with the fact that employment is at-will and that either the Employee or Company may terminate the employment relationship at any time, for any reason not contrary to law, and that this employment at-will relationship can only be changed if Alto Health Care Staffing and the employee agree, in writing to do so, and that agreement is signed by the President of Alto Health Care Staffing. The arbitrator may award such relief as equity requires, including back pay, reinstatement or front pay, and other forms of traditionally equitable relief. The arbitrator has no other authority other than that granted to the arbitrator by this Agreement. This Agreement does not grant the arbitrator the authority to

determine or review a decision or action of the Company concerning matters over which the Company has retained management discretion.

Term, Modification, and Revocation

This ADRP Agreement shall survive the employer-employee relationship between the Company and the Employee and shall apply to any claim, whether it arises during or after termination, of the Employee's employment with the Company. This ADRP agreement can be modified or revoked only by a written request, signed by both parties, that specifically states intent to modify or revoke the Agreement.

Jury Duty

- Full-time employees who are summoned for jury duty are granted a paid leave in order to serve, provided that the employee would be off during their normally scheduled working hours and the employee signs over their jury duty check to Alto Health Care Staffing.
- Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.
- Employees must make arrangements with their supervisor as soon as they receive a summons.
- Employees are expected to return to their job if they are excused from jury duty during regular working hours.

PATIENT RIGHTS

- 1. A patient has the right to respectful care given by competent personnel.
- 2. A patient has the right, upon request, to be given the name of his attending physician, the names of all other physicians directly participating in his care, and the names and functions of other health care persons having direct contact with the patient.
- 3. A patient has a right to privacy concerning his own medical care program. Case discussion, consultation, examination, and treatment are considered confidential and shall be conducted discreetly.
- 4. A patient has the right to have all records pertaining to his medical care treated as confidential except as otherwise provided by law or third party contractual arrangements.
- 5. A patient has the right to know what facility rules and regulations apply to his conduct as a patient.
- 6. The patient has the right to expect emergency procedures to be implemented without unnecessary delay.
- 7. The patient has the right to good quality care and high professional standards that are continually maintained and reviewed.
- 8. The patient has the right to full information in layman's terms, concerning his diagnosis,

treatment and prognosis, including information about alternative treatments and possible complications. When it is not possible or medically advisable to give such information to the patient, the information shall be given on his behalf to the patient's designee.

- 9. Except for emergencies, the physician must obtain the necessary informed consent prior to the start of any procedure or treatment, or both.
- 10. A patient has the right to be advised when a physician is considering the patient as a part of a medical care research program or donor program. Informed consent must be obtained prior to actual participation in such program and the patient or legally responsible party, may, at any time, refuse to continue in any such program to which he has previously given informed consent.
- 11. A patient has the right to refuse any drugs, treatment or procedure offered by the facility, to the extent permitted by law, and a physician shall inform the patient of his right to refuse any drugs, treatment or procedures and of the medical consequences of the patient's refusal of any drugs, treatment or procedure.
- 12. A patient has the right to assistance in obtaining consultation with another physician at the patient's request and expense.
- 13. A patient has the right to medical and nursing services without discrimination based upon race, color, religion, sex, sexual preference, national origin or source of payment.
- 14. A patient who does not speak English or is hearing impaired shall have access, when possible, to a qualified medical interpreter (for foreign language or hearing impairment) at no cost, when necessary and possible.
- 15. The facility shall provide a patient, or patient designee, upon request, access to all information contained in the patient's medical records. A patient's access to medical records may be restricted by the patient's attending physician. If the physician restricts the patient's access to information in the patient's medical record, the physician shall record the reasons on the patient's medical record. Access shall be restricted only for sound medical reason. A patient's designee may have access to the information in the patient's medical records even if the attending physician restricts the patient's access to those records.
- 16. A patient has the right not to be awakened by hospital staff unless it is medically necessary.
- 17. The patient has the right to be free from needless duplication of medical and nursing procedures.
- 18. The patient has the right to medical and nursing treatment that avoids unnecessary physical and mental discomfort.
- 19. When medically permissible, a patient may be transferred to another facility only after he or his next of kin or other legally responsible representative has received complete information and an explanation concerning the needs for and alternatives to such a transfer. The facility to which the patient is to be transferred must first have accepted the patient for transfer.
- 20. The patient has the right to examine and receive a detailed explanation of his bill.
- 21. The patient has a right to full information and counseling on the availability of known

financial resources for his health care.

- 22. A patient has the right to expect that the facility will provide a mechanism whereby he is informed upon discharge of his continuing health care requirements following discharge and the means for meeting them.
- 23. A patient shall not be denied the right of access to an individual or agency who is authorized to act on his behalf to assert or protect the rights set out in this Section.
- 24. A patient, or when appropriate, the patient's representative has the right to be informed of his rights at the earliest possible time in the course of his hospitalization.
- 25. A patient, and when appropriate, the patient's representative has the right to have any concerns, complaints and grievances addressed. Sharing concerns, complaints and grievances will not compromise a patient's care, treatment or services.
- 26. The patient has the right to participate in the development and implementation of his plan of care, including his inpatient treatment/care plan, outpatient treatment/care plan, discharge care plan, and pain management plan.
- 27. The patient, or when appropriate, the patient's representative has the right to make informed decisions regarding his or her care. The patient's rights include being informed of his health status, being involved in care planning and treatment, and being able to request or refuse treatment. This right must not be construed as a mechanism to demand the provision of treatment or services deemed medically unnecessary or inappropriate. Making informed decisions includes the development of their plan of care, medical and surgical interventions (e.g., deciding whether to sign a surgical consent), pain management, patient care issues and discharge planning.
- 28. The patient has the right to formulate advance directives and to have hospital staff and practitioners who provide care in the hospital comply with these directives.
- 29. The patient has the right to have a family member or representative of his or her choice and his own physician notified promptly of his admission to the hospital.
- 30. The patient has the right to personal privacy. Privacy includes a right to respect, dignity, and comfort as well as privacy during personal hygiene activities (e.g., toileting, bathing, dressing), during medical/nursing treatments, and when requested as appropriate. It also includes limiting release or disclosure of patient information such as patient's presence in facility, location in hospital, or personal information.
- 31. The patient has the right to receive care in a safe setting. A safe setting includes environmental safety, infection control, security, protection of emotional health and safety, including respect, dignity, and comfort, as well as physical safety.
- 32. The patient has the right to be free from all forms of abuse or harassment. This includes abuse, neglect, or harassment from staff, other patients, and visitors.
- 33. The patient has the right to be free from restraints of any form that are not medically necessary or are used as a means of coercion, discipline, convenience, or retaliation by staff.
- 34. The patient has the right to be free from seclusion and restraints, of any form, imposed as a

means of coercion, discipline, convenience, or retaliation by staff.

35. A patient has the right to designate visitors who shall receive the same visitation privileges as the patient's immediate family members, regardless of whether the visitors are legally related to the patient by blood or marriage.

PATIENT RESPONSIBILITIES

- 1. Patients and their families, when appropriate, are responsible for providing correct and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to their health.
- 2. Patients and their families are responsible for reporting unexpected changes in their condition or concerns about their care to the doctor or nurse taking care of them.
- 3. Patients and their families are responsible for asking questions when they do not understand their care, treatment, and service or what they are expected to do.
- 4. Patients and their families are responsible for following the care, treatment, and service plans that have been developed by the healthcare team and agreed to by the patient.
- 5. Patients and their families are responsible for the outcomes if they do not follow the care, treatment, and service plan.
- 6. Patients, their families and visitors are responsible for following the hospital's policies, rules and regulations.
- 7. Patients, their families and visitors are responsible for being considerate of the hospital's staff and property, as well as other patients and their property.
- 8. Patients and their families are responsible to promptly meet any financial obligation agreed to with the hospital.



COMPENSATION

☑Direct Deposit☑ Alto Debit Card ☑Paid Time Off/PTO☑Referral Bonuses

INSURANCE

☑Low Cost Major Medical ☑Vision
 ☑Long and Short term disability
 ☑Employee Assistance Program
 ☑Professional Liability Insurance
 ☑Pre-tax withholdings

TRAVEL

☑Travel and Housing Stipends ☑Free Housing☑Free Transportation☑Mileage ☑Parking Reimbursement

EDUCATIONAL

☑Free AHA CPR, First Aid, ACLS certification☑CEU classes/Reimbursement☑ NHA Medical Assistant Certification

www.AltoStaffing.com 1-888-881-7009

INSURANCE BENEFITS

We offer health insurance coverage to all employees. Please review the following to determine the coverage available to you.

If you are a Full-Time Employee:

• Full-time employees may have coverage either through United Health Care or you may opt for the Skinny Med Plan offered through Medical StaffCARE

If you are a Part-Time Employee:

• Part-time employees are provided coverage through Medical StaffCARE

You MUST Complete the Enrollment Form for the New Hire Process

You MUST Elect or Decline Coverage on the Enrollment Form

Return the Enrollment Form to your Branch Manager within the FIRST TWO WEEKS OF YOUR EMPLOYMENT

Other Benefits for Full-Time Employees

✓ Vision

✓ Dental

✓ Short Term Disability

✓ Long Term Disability

ADP Payroll Self-Serve Access Instructions

Setting Up A NEW Account:

- Go to: https://workforcenow.adp.com
- On that page, you will see: First Time User? Register Here (Click REGISTER HERE to begin the 7 Step Set-Up Process)
- STEP 1 OF 7: Begin Registration- by entering the company Registration Code: cirruscc-1234
- STEP 2 OF 7: Verify Identity (enter your personal information)
- STEP 3 OF 7: Get User ID and Password
- STEP 4 OF 7: Select Security Questions
- STEP 5 OF 7: Enter YOUR Contact Information (you must have a valid email address for this step or you can use your mobile phone number)
- STEP 6 OF 7: Enter Activation Code (you will received this via the email address or mobile number you enter in Step 5)
- Step 7 of 7: Review and Submit

*EXISTING ACCOUNT PASSWORD RESET INSTRUCTIONS:

- Go to: https://workforcenow.adp.com
- Click "FORGOT YOUR PASSWORD" on the log in page to begin the 5 Step Process of RESETTING your password.
- STEP 1 OF 5: Identify Yourself (enter user name)
- STEP 2 OF 5: Select Reset Method
- STEP 3 OF 5: Verify Information (you will answer a security question)
- STEP 4 OF 5: Reset Your Password (A temporary password will be sent to your email address or mobile number- however you originally set up your account for notifications)
- STEP 5 of 5: Enter your temporary password and then create a NEW password.
 - *Alto Payroll Administrator or Staff will <u>NOT</u> be able to send you password resets with ADP. You must follow instructions above.

Agreement of Employment

Welcome to Alto Health Care Staffing In accordance with the following terms and conditions you are hereby agreeing to accept employment with Alto Health Care Staffing. It is important to adhere to the following policies and procedures. Your cooperation will ensure you being welcomed on all of your job assignments as well as maintaining the high quality standards of service you provide.

We are a temporary service employer and cannot guarantee any number of hours in any given week. By acceptance of employment with Alto Health Care Staffing, it is as a temporary employee for the provision of services under the scope of our business practice as a temporary and contract employment agency. Therefore, no promises, guarantees, assurances or commitments, implied or actively stated can or will be delivered, provided or secured.

As an Alto Health Care Staffing employee, you agree to, and have an understanding of, the following;

- 1. I am aware that Alto Staffing is a temporary staffing company in nature that I cannot be guaranteed any full time hours outside of a specified contract period by and between Alto Staffing and their respective client.
- 2. I am aware that a client has the full right and authority to utilize or terminate my services through Alto Staffing at any time.
- 3. I have reviewed the Policy and Procedure Manual of Alto Staffing. I am aware that Alto operates a 24 hour On Call Account Manager 7 days per week and the office is open Monday-Friday; 8am-4:30pm. Appointments are available outside of these hours.
- 4. I understand that as a Alto Staffing/employee that I represent the face of this agency. Therefore, I will conduct all of my practices in the utmost regard including cleanliness and self-presentation, professionalism, customer service skills, punctuality, reliability, honesty, integrity and confidentiality. Failure to do so, is grounds for termination.
- 5. I agree to turn in my signed time sheets, when due, to the office of Alto Staffing each week by the close of business each Monday. The pay period runs Sunday through Saturday. Pay Day is every Friday. You will not receive a paycheck without signed time sheets.
- 6. I agree that upon acceptance of an assignment that I am expected to be there on time. If an emergency arises that will prevent me from fulfilling my assignment, I will
 - notify Alto immediately. I am aware that Alto Health Care Staffing does have a 24-hour answering service, and failure to call will result in termination of my employment.
- 7. I agree to make every effort to cancel at least two hours prior to the start of my scheduled shift, as failure to do so will cause Alto Staffing to be penalized by clients due to contractual agreements with the client and Alto. Failure to do so will result in disciplinary action up to termination.
- 8. I acknowledge fully that a No call/No Show will result in immediate termination.
- 9. Attendance records are maintained and documented in each field employee's personnel file. Continual or habitual absences or tardiness may result in removal from that assignment or affect future consideration for assignments. Absences and tardiness (occurrences) may result in disciplinary action, up to and including termination.
- 10. More than six occurrences in a one year period or 4 occurrences in a six month period or 3 occurrences within one month are considered unacceptable unless extreme circumstances prevail.
- 11. The following disciplinary action may be enforced for an occurrence within a rolling thirty (30) day period;
- 12. One (1) occurrence may result in a verbal warning.
- 13. Two (2) occurrences may result in a written warning and possible removal from your next scheduled shift.
- 14. Three (3) occurrences may result in a final written warning and possible removal from the schedule for a period of time to be determined.
- 15. 90 days of inactivity will result in inactivation.
- 16. I agree to hold all information that comes into my possession, including matters relating to wages and rates as a result of my employment by Alto Staffing and which pertains to the business of Alto Staffing, strictly confidential and will never discuss such information with clients, employees or others. I understand that this could jeopardize contracts and relationships as well as giving competitors information.
- 17. I will discuss any problems I have on assignment with Alto Staffing, never with clients.
- 18. I acknowledge that any unprofessional and unethical behavior will result in appropriate discipline up to and including termination.
- 19. I have been notified and accept that I am expected to abide by the uniform code established by the Client Consulting, and always wear your Alto Staffing name badge. You are expected to be clean and professional.
- 20. I have been notified that if I am injured on the job, I will notify Alto Staffing immediately after seeking proper emergent care.
- I agree to abide by the Alto Staffing Handbook in addition to any policies, procedures and employee handbook rules as established by the Client.
- 22. I agree to be specifically enjoined from either accepting employment with or providing services to any client in which I provided services to as an employee of Alto Staffing for a period of six (6) months after the termination of my employment and subsequent agreement.
- 23. In the event that I accept employment with another staffing agency and subsequently begin providing services to a particular client in which Alto Staffing has provided my orientation or sent me to work an assignment of any sort, I agree to 1) provide a thirty day notice to Alto Staffing of my intentions to change agencies and 2) reimburse Alto Staffing \$1,500.00 in fees which equivalents to my new hire process costs, orientations costs and any other fees incurred on my behalf as an employee of Alto Health Care Staffing
- 24. In the event and for any reason that I advertently or inadvertently accept employment with or start employment with, as an employee, independent contractor or likewise, independently from Alto, with and for any client of Alto in which I provided services for as a Alto employee within the past six (6) months; I agree to pay Alto Staffing a \$3,000.00 placement fee. Upon receipt of the payment of this placement fee I will be released of any obligation of this agreement.
- 25. I agree to pay the placement fee to Alto Staffing within ten days of my start date with said client.
- 26. I fully agree not to engage in negotiations of any kind with any client with respect to employment opportunities.
- 27. I also completely understand that I am prohibited from action as an agent of Alto.
- 28. I agree to notify Alto Staffing, Leslie Kahn or my Account Manager, immediately if approached by a client or other employee of a permanent job offer with a client, or am interested in pursuing a permanent position with a client. I will also notify Alto Health Care Staffing if I am directly hired by a client within one year of being presented, scheduled, contracted and/or worked through Alto Health Care Staffing

Employee Signature:	Date:	
Alto Health Care Staffing Representative Signature:	Title:	Date:
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PLEASE TAKE THE TIME TO CAREF	ULLY KEAD THIS H.	ANDBOOK.
Thank you for choosing Alto Health Care Staffing all a part of the Alto Staffing family and we represe for any reason. We welcome you, and wish you muc	nt each other. Our do	or is always open to you
Employee Signature:		Date: