

Access Healthcare LLC

Employee Handbook - Nurses

July 16, 2021

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Access Healthcare LLC will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

We wish you success in your employment here at Access Healthcare LLC!

1.2 At-Will Employment

Your employment with Access Healthcare LLC is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the CEO has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the CEO.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for employees working in Montana.

2.0 Introductory Language and Policies

2.1 Ethics Code

As an employee of Access Healthcare LLC, I have a responsibility to maintain high standards of conduct, to encourage client independence and to contribute to clients' welfare.

To accomplish these goals I will:

- Treat each individual with respect and accept that all individuals have worth.
- Maintain the confidentiality of information acquired through my employment and only disclose this information when authorized or legally obligated to do so;
- Follow policies and procedures as developed by Access Healthcare LLC.
- Ensure that my personal activities do not interfere with my judgement and competence.
- Fulfill my obligations and responsibilities in a dependable and honourable manner.
- Provide client-centered care by encouraging the client to make his/her own decisions.
- Promote client involvement in his/her own affairs, including appropriate family and community involvement.
- Encourage the client to contribute to his/her own welfare by doing tasks of which he/she is capable.

Access Healthcare LLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.2 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Access Healthcare LLC policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Disability Accommodation

Access Healthcare LLC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on

the business.

Where an individual is suffering from a pregnancy-related disability or condition, reasonable accommodation may include, but is not limited to:

- More frequent or longer breaks;
- Time off to recover from childbirth;
- Temporary transfer to a less strenuous or hazardous position;
- Purchasing or modifying work equipment, such as chairs;
- Temporarily restructuring the position to provide light duty or a modified work schedule;
- Permission to refrain from heavy lifting;
- Relocating the work area; or
- Providing private (non-bathroom) space for expressing breast milk.

If you require an accommodation because of your disability, it is your responsibility to notify your Supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

3.2 EEO Statement and Nonharassment Policy

EEO Statement and Nonharassment Policies are state specific and found in the state addendum section of the employee handbook.

3.3 Religious Accommodation

Access Healthcare LLC is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with Human Resources.

3.4 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Access Healthcare LLC. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

3.5 Conflicts of Interest

Access Healthcare LLC is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

4.0 Wage and Hour Policies

4.1 Hours of Work

Hours of work are any period of time within a 24-hour period, 24 hours a day.

4.2 Pay Period

At Access Healthcare LLC, the standard pay period is weekly for all employees.

The workweek is Sunday through Saturday, payday is the following Friday.

If a pay date falls on a holiday, you will be paid on the preceding workday.

Review your paycheck for accuracy. If you find an issue, report it to the Payroll Dept. immediately at payroll@accesshealthcarestaffing.com.

4.3 Recording Time

Access Healthcare LLC is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees.

To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using the client's timekeeping application and procedures.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Notify Access Healthcare's payroll dept of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to Human Resources any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

4.4 Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times Access Healthcare LLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek, or per your contract guidelines. State or local laws mandate otherwise, see the state addendums for specific state requirements in addition to Federal law.

Holidays and sick leave days do not count as time worked for computing overtime.

4.5 Paycheck Deductions

Access Healthcare LLC is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability or family insurance taxes if applicable, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Supervisor.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.6 Meal and Rest Periods Policy

Access Healthcare LLC strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods.

The Company requests that employees accurately observe and record meal and rest periods. Work with your assigned client regarding procedures and schedules for rest and meal breaks. If you have questions or concerns regarding meal and rest periods, please contact Human Resources.

4.7 Attendance Policy

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Access Healthcare LLC reserves the right to apply unused paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, or legal requirements are exceptions to the policy.

4.8 Accommodations for Nursing Mothers

Nursing mothers will be provided reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods.

You must make reasonable efforts to not disrupt our client operations. You are encouraged to discuss the length and frequency of these breaks with the client.

This policy applies only to employees classified as nonexempt under the Fair Labor Standards Act.

4.9 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Access Healthcare LLC.

5.0 Performance, Discipline and Termination

5.1 Open Door/Conflict Resolution Policy

Access Healthcare LLC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor. If you have already brought this matter to the attention of your Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.2 Standards of Conduct

Access Healthcare LLC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all

share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company or client property, or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company or client property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or clients' employees.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its clients, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- HIPAA violation.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on client or Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company or client premises.
- Lending keys or keycards, or Company or client property, to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.3 Disciplinary Process

Violation of Access Healthcare LLC policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or

more written warnings, and if the conduct is not sufficiently altered, transfer, forced leave, or termination of employment. Management will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

5.4 Criminal Activity/Arrests

Access Healthcare LLC will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.5 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Access Healthcare LLC is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

5.6 Resignation Policy

Access Healthcare LLC hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Company requests that you provide a minimum of 14 days written notice of your resignation. Written notice with reason for termination shall be emailed to info@accesshealthcarestaffing.com.

Cancellation Fee

An Employee who does not provide 14 days written notice of termination shall be subject to a \$2000 cancellation fee as per signed contract agreement.

Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Company property at the time of separation. Failure to return some items may result in deductions from your final paycheck where state law allows.

6.0 General Policies

6.1 Certifications

Access HealthCare LLC requires all nurses to be up to date with all required certifications (BLS, ACLS, etc.)

Employees are responsible, at their own cost, to maintain their certifications.

6.2 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Access Healthcare LLC. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Uniform

The uniform is an integral part of the professional image of **Access Healthcare LLC** and therefore all employees are required to adhere to the uniform and dress code policy.

- The uniform shall be consistent with the recommendations of the current facility you are assigned to.
- A nametag or I.D. tag as supplied by the facility. The nametag or I.D. tag remains the property of the facility and must be returned upon termination of employment with the facility.

Dress Code

As a representative of **Access Healthcare LLC**, a professional image must be maintained at all times.

- The employee must wear a uniform during working hours unless approved by the company to do otherwise.
- Appropriate pants or skirts may accompany the uniform.
- If required, an appropriate undershirt, shirt, turtleneck or blouse may be worn underneath the uniform.
- As per workers compensation regulations, shoes must be closed sole with good traction and support. Sandals, sock feet or bare feet is not acceptable.
- Hair should be clean and controlled so as not to impede the employee's vision or to come in contact with a patient.
- In keeping with environmental sensitivities, the wearing of fragrances such as perfume should be limited.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Supervisor to request a reasonable accommodation.____

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.3 Personal Cell Phone/Mobile Device Use

The use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you.

You must adhere to client's specific cell phone use policies.

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.4 Personal Data Changes

It is your obligation to provide Access Healthcare LLC with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources.

6.5 Business Liability Insurance

Access Healthcare is covered by General & Professional Insurance.

6.6 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, Access Healthcare LLC has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Supervisor.

6.7 Access to Personnel and Medical Records Files

Access Healthcare LLC maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to Human Resources, which is the only department authorized to give out such information.

6.8 Social Media Policy

At Access Healthcare LLC, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company and follow HIPAA guidelines.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to info@accesshealthcare.com.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

7.0 Benefits

7.1 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact Human Resources for clarification.

7.2 Nonexempt Personnel

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact Human Resources for clarification.

7.3 Holidays

If you are required to work on a paid holiday honored by the facility where you are contracted to work, you will be paid time and 1/2 of your regular time hourly rate, as per the pay mandate of the facility, for all such work performed.

7.4 Parental Leave

Access Healthcare provides up to 12 weeks of unpaid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.

This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, and/or state and local parental or family leave acts, as applicable. This policy will be in effect for births, adoptions or placements of foster children.

Eligibility

Eligible employees must meet the following criteria **(may need to expand upon this for your specific needs)**

- Have been employed with the company for at least 3 months (the 3 months do not need to be consecutive but must be within the last 12 (6) month period).
- Be actively contracted with an Access Healthcare client.
- Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- An employee's spouse or committed partner gives birth to a child
- Have adopted a child or been placed with a foster child (in either case, the child must be age 14 or younger). The adoption of a new spouse's child is excluded from this policy.

Amount, Time Frame and Duration of Unpaid Parental Leave

- Eligible employees will receive a maximum of 12 weeks of unpaid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 12-week total amount of unpaid parental leave granted for that event. In addition, in no case will an employee receive more than 12 weeks of unpaid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- With management approval, unpaid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption or placement of a child with the employee. Parental leave may not be used or extended beyond this 12-month time frame. In the event of an employee who has given birth, the 12 weeks of parental leave will commence at the conclusion of disability leave provided to the employee for the employee's own medical recovery following childbirth.
- Employees must take parental leave in one continuous period of leave and must use all unpaid parental leave during the 12-month time frame indicated above. Any unused parental leave will be forfeited at the end of the 12-month time frame.

Coordination with Other Policies

- Parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave granted to the employee under

the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

- The Company's parental leave will run concurrently with applicable state or local parental and family leave laws. Refer to the employee handbook state addendums for specifics.
- The company will maintain all benefits for employees during the unpaid parental leave period just as if they were taking any other company unpaid leave.
- An employee who takes unpaid parental leave that does not qualify for FMLA, or state or local leave, will be afforded the same level of job protection for the period of time that the employee is on parental leave as if the employee was on FMLA-qualifying leave.

Requests for Unpaid Parental Leave

The employee will provide human resources with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.

As is the case with all company policies, the organization has the exclusive right to interpret this policy.

7.5 Bereavement Leave

Access Healthcare LLC recognizes the importance of taking leave when there is a death in the family. Bereavement leave is not required by law. The Company will work with employees to allow bereavement time off. Bereavement leave is unpaid.

You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

7.6 Family and Medical Leave (FMLA) Policy

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Access Healthcare LLC provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is **A "rolling" 12-month period measured backward.**

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave. You may obtain a Leave Request from Human Resources.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from Human Resources. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

Leave Increments

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or

placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking personal medical leave, you must utilize available sick days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Spouse Aggregation

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

7.7 Health Insurance Policy

Access Healthcare LLC offers group health insurance benefits to all eligible full-time employees and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Human Resources.

Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

7.8 Regular Full-Time Personnel

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work more than 36 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at Access Healthcare LLC are for regular full-time employees only. This includes paid time, holiday pay, health insurance, and other benefits coverage.

7.9 Regular Part-Time Personnel

All employees who work fewer than 36 hours per week are considered part time. Part-time employees are not eligible for Access Healthcare LLC benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.10 Unemployment Compensation Insurance Policy

Unemployment compensation insurance is paid for by Access Healthcare LLC and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for

unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

7.11 Workers' Compensation Insurance Policy

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Access Healthcare LLC, no matter how slightly, you are to report the incident immediately to your Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify Human Resources immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

7.12 Military Leave (USERRA)

Access Healthcare LLC complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

7.13 Jury Duty Leave

Access Healthcare LLC encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty, *unless state law dictates otherwise*. You may opt to use paid time off in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

7.14 Voting Leave

If your work schedule prevents you from voting on Election Day, Access Healthcare LLC will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of the client, consistent with applicable state and local legal requirements.

7.15 Referral Bonus

All employees are eligible to participate in our employee referral program. An employee who refers a nurse that becomes placed at a facility, is eligible to receive up to a \$500 bonus which is to be paid out in two installments via direct deposit on the second and final weeks of the referrals contract.

8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

Access Healthcare LLC is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.2 Policy Against Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Access Healthcare LLC, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to Human Resources, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

8.3 Nonsmoking Policy

Access Healthcare LLC is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients.

Employees are required to follow clients' workplace nonsmoking policies and procedures; as well as state law. Failure to do so will lead to disciplinary action.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

Confidentiality is an important aspect of the client – company relationship. Employees of Access Healthcare LLC represent the company at all times while in the presence of the client.

Therefore all information, discussions, records or matters pertaining to the clients, past clients or their families are to be kept in the strictest confidence and not discussed with anyone outside of personnel that are directly related to the care of the client.

Employees are required to sign a confidentiality agreement on an annual basis. The confidentiality agreement will be kept in your personnel file.

Deviation from the confidentiality agreement will result in disciplinary action up to and including termination.

10.0 Client Relations

10.1 Client Relations

Access Healthcare LLC strives to provide the best services possible to our clients. Our clients support this business and generate your wages. You are expected to treat every client with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a client or client's employees or patients during your working time. If you are having problems with a client notify Human Resources immediately. Positive client relations will go a long way to establishing our Company as a leader in its field.

Arkansas Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;

- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Benefits

Bone Marrow and Organ Donation Leave

Access Healthcare LLC will provide eligible employees with up to 90 days of unpaid leave to serve as a bone marrow or organ donor.

All employees in Arkansas are eligible for bone marrow or organ donation leave; however, if you are eligible for leave under the federal Family and Medical Leave Act, you may not take leave under this policy. To request leave under the policy, provide reasonable written notice of the need for leave to your Supervisor.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Crime Victim Leave

Access Healthcare LLC will provide employees who are the victim, or the representative of a victim, of a violent crime or sex offense with time off to:

- Participate, at the prosecuting attorney's request, in the preparation of a criminal justice proceeding relating to the crime; or
- Attend a criminal justice proceeding if attendance is reasonably necessary to protect the interests of the victim.

You will be eligible for time off if you are:

- The victim of the violent crime (felony resulting in physical injury to the victim or involving the use of a deadly weapon, terroristic threatening, and stalking) or sex offense at issue in the proceedings;
- A minor who is a victim of kidnapping, false imprisonment, permanent detention, or restraint;
- The victim's spouse, child by birth or adoption, stepchild, parent, stepparent, or sibling; or
- An individual designated by the victim or by a court in which the crime is being, or could be prosecuted.

Time off under this policy will be unpaid; however if you are classified as exempt you may be paid as required by applicable federal or state law. If you are accountable for the crime or a crime arising from the same conduct, you will not be eligible for leave under this policy.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Colorado Policies

Hiring and Orientation Policies

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- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

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Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

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We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Colorado Overtime & Minimum Pay Standards (COMPS) Order #37

DEPARTMENT OF LABOR AND EMPLOYMENT

Division of Labor Standards and Statistics

COLORADO OVERTIME AND MINIMUM PAY STANDARDS ORDER (COMPS ORDER) #37

7 CCR 1103-1

As proposed on September 30, 2020, to replace prior COMPS Order versions upon adoption.

Rule 1. Authority and Definitions.

1.1 Authority and relation to prior orders. Colorado Overtime and Minimum Pay Standards Order (COMPS Order) #37 replaces COMPS Order #36 (2020) and prior orders, except that the provisions of prior orders still govern as to events occurring while they were in effect. The COMPS Order is issued under the authority of, and as enforcement of, Colorado Revised Statutes (CRS) Title 8, Articles 1, 4, 6, 12, and 13.3 (2021), and is intended to be consistent with the requirements of the State Administrative Procedures Act, CRS § 24-4-101, et seq. See Appendix A for citations. The effective date of COMPS Order # 37 is January 1, 2021.

1.2 Incorporation by reference. 20 CFR §§ 655.210, 655.1304; 29 CFR Part 541 Subpart G; Colo. Const. art. XVIII, § 15 (2021); Title 8, Articles 1, 4, 6, and 13.3 of the Colorado Revised Statutes (2021); 7 CCR 1103-7 (2021); and 7 CCR 1103-8 (2021) are hereby incorporated by reference into this rule. Earlier versions of such laws and rules may apply to events that occurred in prior years. Such incorporation excludes later amendments to or editions of the constitution, statutes, and rules; all cited laws are incorporated in the forms that are in effect as of the effective date of this COMPS Order. All sources cited or incorporated by reference are available for public inspection at the Colorado Department of Labor and Employment, Division of Labor Standards & Statistics, 633 17th Street, Denver CO 80202. Copies may be obtained from the Division of Labor Standards & Statistics at a reasonable charge. They can be accessed electronically from the website of the Colorado Secretary of State. Pursuant to CRS § 24-4-103(12.5)(b), the agency shall provide certified copies of them at cost upon request or shall provide the requestor with information on how to obtain a certified copy of the material incorporated by reference from the agency originally issuing them. Where these Rules have provisions different from or contrary to any incorporated or referenced material, the provisions of these Rules govern.

1.3 "Director" means the Director of the Division of Labor Standards and Statistics.

1.4 "Division" means the Division of Labor Standards and Statistics in the Colorado Department of Labor and Employment.

1.5 "Employee" has the following definitions:

(A) under the Colorado Wage Act (CWA), the definition in CRS § 8-4-101(5), ("Employee' means any person, including a migratory laborer, performing labor or services for the benefit of an employer. For the purpose of this article 4, relevant factors in determining whether a person is an employee include the degree of control the employer may or does exercise over the person and the degree to which the person performs work that is the primary work of the employer; except that an individual primarily free from control and direction in the performance of the service, both under his or her contract for the performance of service and in fact, and who is customarily engaged in an independent trade, occupation, profession, or business related to the service performed is not an 'employee.'"); and

(B) under the Healthy Families and Workplaces Act (HFWA), the definition in CRS § 8-13.3-402(4) ("Employee' has the meaning set forth in § 8-4-101(5). 'Employee' does not include an "employee" as defined in 45 U.S.C. § 351(d) who is subject to the federal Railroad Unemployment Insurance Act, 45 U.S.C. § 351 et seq.").

1.6 "Employer" has the following definitions:

(A) under CWA, the definition in CRS § 8-4-101(6) ("Employer' has the same meaning as set forth in the federal Fair Labor Standards Act (FLSA), 29 U.S.C. § 203 (d), and includes a foreign labor contractor and a

migratory field labor contractor or crew leader; except that the provisions of this article 4 do not apply to the state or its agencies or entities, counties, cities and counties, municipal corporations, quasi-municipal corporations, school districts, and irrigation, reservoir, or drainage conservation companies or districts organized and existing under the laws of Colorado."); and

(B) under HFWA, the definition in CRS § 8-13.3-402(5) ("Employer" has the meaning set forth in § 8-4-101(6); except that the term includes the state and its agencies or entities, counties, cities and counties, municipalities, school districts, and any political subdivisions of the state. . . [but] does not include the federal government.").

1.7 "Minor," for purposes of wage provisions specific to minors, means a person under 18 years of age, but not one who has received a high school diploma or a passing score on the general educational development examination. "Emancipated minor" means any individual less than 18 years of age who meets the definition provided by CRS § 8-6-108.5.

1.8 "Regular rate of pay" means the hourly rate actually paid to employees for a standard, non-overtime workweek. Employers need not pay employees on an hourly basis. If pay is on a piece-rate, salary, commission, or other non-hourly basis, any overtime compensation is based on an hourly regular rate calculated from the employee's pay.

1.8.1 Pay included in regular rate. The regular rate includes all compensation paid to an employee, including set hourly rates, shift differentials, minimum wage tip credits, non-discretionary bonuses, production bonuses, and commissions used for calculating hourly overtime rates for non-exempt employees. Business expenses, bona fide gifts, discretionary bonuses, employer investment contributions, holiday pay, sick leave, jury duty, or other pay for non-work hours may be excluded from regular rates.

1.8.2 Regular rate for employees paid a weekly salary or other non-hourly basis.

(A) A weekly salary or other non-hourly pay may be paid as straight time pay for all work hours, and the regular rate each workweek will be the total paid divided by hours worked, if the parties have a clear mutual understanding that the salary is:

- (1) compensation (apart from any overtime premium) for all hours each workweek;
- (2) at least the applicable minimum wage for all hours in workweeks with the greatest hours;
- (3) supplemented by extra pay for all overtime hours (in addition to the salary that covers the regular rate) of an extra $\frac{1}{2}$ of the regular rate; and
- (4) paid for whatever hours the employee works in a workweek.

(B) Where the requirements of (1)-(4) are not carried out, there is not the required "clear mutual understanding" that the non-hourly pay provides the regular rate for all hours with extra pay added for overtime hours. Absent such an understanding, the hourly regular rate is the applicable weekly pay divided by 40, the number of hours presumed to be in a workweek for an employee paid no overtime premium.

1.9 "Time worked" means time during which an employee is performing labor or services for the benefit of an employer, including all time s/he is suffered or permitted to work, whether or not required to do so.

1.9.1 Requiring or permitting employees to be on the employer's premises, on duty, or at a prescribed workplace (but not merely permitting an employee completely relieved from duty to arrive or remain on-premises) — including but not limited to, if such tasks take over one minute, putting on or removing required work clothes or gear (but not a uniform worn outside work as well), receiving or sharing work-related information, security or safety screening, remaining at the place of employment awaiting a decision on job assignment or when to begin work, performing clean-up or other duties "off the clock," clocking or checking in or out, or waiting for any of the preceding — shall be considered time worked that must be compensated.

1.9.2 "Travel time" means time spent on travel for the benefit of an employer, excluding normal home to

work travel, and shall be considered time worked. At the start or end of the workday, travel to or from a work station, entirely within the employer's premises and/or with employer-provided transportation, shall not be considered time worked, except that such travel is compensable if it is:

(A) time worked under Rule 1.9 – 1.9.1;

(B) after compensable time starts or before compensable time ends under Rule 1.9 – 1.9.1; or

(C) travel in employer-mandated transportation (1) that materially prolongs commute time or (2) in which employees are subjected to heightened physical risk compared to an ordinary commute.

1.9.3 "Sleep time" means time an employee may sleep, which is compensable as follows. Where an employee's shift is 24 hours or longer, up to 8 hours of sleeping time may be excluded from overtime compensation, if:

(A) an express agreement excluding sleeping time exists;

(B) adequate sleeping facilities for an uninterrupted night's sleep are provided;

(C) at least 5 hours of sleep are possible during the scheduled sleep period; and

(D) interruptions to perform duties are considered time worked.

When an employee's shift is less than 24 hours, periods when s/he is permitted to sleep are compensable work time, as long as s/he is on duty and must work when required. Only actual sleep time may be excluded, up to a maximum of 8 hours per workday. When work-related interruptions prevent 5 hours of sleep, the employee shall be compensated for the entire workday.

1.10 "Tipped employee" means any employee engaged in an occupation in which s/he customarily and regularly receives more than \$30 per month in tips. Tips include amounts designated as a tip by credit card customers on their charge slips. Nothing in this rule prevents an employer from requiring employees to share or allocate such tips or gratuities on a pre-established basis among other employees who customarily and regularly receive tips. Employer-required sharing of tips with employees who do not customarily and regularly receive tips, such as management or food preparers, or deduction of credit card processing fees from tipped employees, shall nullify allowable tip credits towards the minimum wage.

1.11 "Wages" or "compensation" has the meaning provided by CRS § 8-4-101(14) and includes paid sick leave under the Healthy Families and Workplaces Act, CRS § 8-13.3-402(8)(b).

1.12 "Workday" means any consecutive 24-hour period starting with the same hour each day and the same hour as the beginning of the workweek. The workday is set by the employer and may accommodate flexible shift scheduling.

1.13 "Workweek" means any consecutive set period of 168 hours (7 days) starting with the same calendar day and hour each week.

Rule 2. Coverage and Exemptions.

2.1 Scope of coverage. The COMPS Order regulates wages, hours, working conditions, and procedures for all employers and employees for work performed within Colorado, with the exceptions and exemptions contained within Rule 2.

2.2 Exemption from all except Rules 1, 2, and 8. The following are exempt from the COMPS Order except Rules 1 (Authority and Definitions), 2 (Coverage and Exemptions), and 8 (Administration and Interpretation).

2.2.1 Administrative employees. This exemption covers a salaried employee, paid at least the applicable salary in Rule 2.5, who directly serves an executive, and regularly performs duties important to the decision-making process of that executive. The executive and employee must regularly exercise independent judgment and discretion in matters of significance, with a primary duty that is non-manual in nature and directly related to management policies or general business operations.

2.2.2 Executives or supervisors. This exemption covers a salaried employee, paid at least the applicable salary in Rule 2.5, who supervises the work of at least two full-time employees and has the authority to hire

and fire, or to effectively recommend such action. The employee must spend a minimum of 50% of the workweek in duties directly related to supervision.

2.2.3 Professional employees. This exemption covers a salaried employee, paid at least the applicable salary in Rule 2.5, employed in a field of endeavor whose primary duty is work that requires (A) the consistent exercise of discretion and judgment, as distinguished from routine work that is mental, manual, mechanical or physical, and (B) either (1) knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study, or (2) invention, imagination, originality or talent in a recognized field or artistic or creative endeavor as opposed to routine mental, manual, mechanical or physical work, or work that primarily depends on intelligence, diligence and accuracy. The professional employee must be employed in the field in which s/he was trained.

2.2.4 Outside salespersons. This exemption covers an employee working primarily away from the employer's place of business or enterprise for the purpose of making sales or obtaining orders or contracts for any commodities, articles, goods, real estate, wares, merchandise, or services. The employee must spend a minimum of 80% of the workweek in activities directly related to his or her own outside sales.

2.2.5 Owners or proprietors. This exemption covers a full-time employee actively engaged in management of the employer who either:

(A) owns at least a bona fide 20% equity interest in the employer; or

(B) for a non-profit employer, is the highest-ranked and highest-paid employee, and is paid at least the salary threshold in Rule 2.5.

2.2.6 Interstate transportation workers and taxi cab drivers. This exemption covers:

(A) an employee who is a driver, a driver's helper, or a loader or mechanic of a motor carrier, if the employee crosses state lines in the course of his or her work; and

(B) taxi cab drivers employed by a taxi service provider licensed by a state or local government.

2.2.7 In-residence workers. This exemption covers the below-listed in-residence employees.

(A) Casual babysitters employed in private residences directly by households, or directly by family members of the individual(s) receiving care from the babysitter.

(B) Property managers residing on-premises at the property they manage.

(C) Student residence workers working in premises where they reside for sororities, fraternities, college clubs, or dormitories.

(D) Laundry workers who (a) are inmates, patients, or residents of charitable institutions, and (b) perform laundry services, (c) in institutions where they reside.

(E) Range workers in jobs related to herding or production of livestock on the range who occupy employer-provided housing as part of their employment and are provided without cost or deduction any housing, food, transport, and equipment required for H2-A visa range workers by federal regulations (20 CFR §§ 655.210, 655.1304).

(F) Field staff of seasonal camps or seasonal outdoor education programs who primarily provide supervision or education of minors, or education of adults; are required to reside on-premises; are provided adequate lodging and all meals free of charge and without deduction from wages; and as of January 1, 2021, are paid the amount required by subpart (1) below (with no minimum pay required before January 1, 2021).

(1) Rule 2.2.7(F) exemption requires that field staff be paid either (a) the applicable Colorado minimum wage for all hours worked, or (b) a salary (i) equivalent to at least 42 hours per week at 90% of the

Colorado minimum wage (with the 15% reduction that Rule 3.3 permits for unemancipated minors), (ii) reduced 25% for non-profit employers with annual total gross revenue of \$25 million or less, and (iii) reduced \$100 per week for lodging and meals, as illustrated below:

Type of Employee & Employer	Non-Profit Employer, \$25 Million or Less	All Other Employers
Adult	\$236.34 per week	\$365.70 per week
Minor	\$158.72 per week	\$288.08 per week

(2) "Seasonal" in Rule 2.2.7(F) means a camp or program that either (a) does not operate for more than seven months in a year, or (b) during the preceding calendar year had average receipts for any six months of not more than one-third ($\frac{1}{3}$) of its average receipts for the other six months.

(G) The Rule 4.1.1(B)-(C) daily (12-hour) overtime rule does not apply in COMPS #37 (2021) to companions designated as direct support professionals/direct care workers who are scheduled for, and work, shifts of at least 24 hours providing residential or respite services and who are employed by service providers and agencies that receive at least 75% of their total revenue from Medicaid or other governmental sources, and who provide services within Medicaid home- and community-based service waivers.

2.2.8 Bona fide volunteers and work-study students. This exemption covers those who need not be compensated under the federal FLSA (29 U.S.C. §§ 201 et seq.) as either: (A) enrolled students receiving credit for an unpaid work-study program or internship; or (B) bona fide volunteers for non-profit organizations.

2.2.9 Elected officials and their staff. This exemption covers individuals elected to public office and members of their staff.

2.2.10 Employees in highly technical computer-related occupations. This exemption covers an employee paid a salary, or hourly compensation, in accord with Rule 2.5, who:

(A) is a skilled worker employed as a computer systems analyst, computer programmer, software engineer, or other similarly highly technical computer employee;

(B) who has knowledge of an advanced type, customarily acquired by a prolonged course of specialized formal or informal study; and

(C) spends a minimum of 50% of the workweek in any combination of the following duties —

(1) the application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications,

(2) the design, development, documentation, analysis, creation, testing, or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications, or

(3) the design, documentation, testing, creation, or modification of computer programs related to machine operating systems.

2.3 Agriculture.

2.3.1 Workers in jobs in agriculture are exempt from Rule 3 (Minimum Wage), Rule 4 (Overtime), and Rule 5.1 (Meal Periods) if they are not covered by, or are exempt from, the minimum wage provisions of the federal FLSA (29 U.S.C. §§ 201 et seq.). Other jobs in agriculture are exempt from Rule 4 (Overtime) and Rule 5.1 (Meal Periods). In workdays requiring multiple rest periods under Rule 5.2, rest periods need not total exactly 10 minutes in each 4-hour period, as long as an employee:

(A) receives rest periods that average, over the workday, at least 10 minutes per 4 hours worked; and

(B) receives at least 5 minutes of rest in every 4 hours worked.

2.3.2 The Rule 2.3.1 exemption does not apply if an employer draws at least 50% of its annual dollar volume of business from sales to the consuming public (rather than for resale) of any services, commodities, articles, goods, wares, or merchandise.¹

1 Prior Orders for decades have covered any such employer, in any industry. E.g., Order #35, Rule 2(A) (covering any employer "that sells or offers for sale, any service, commodity, article, good, ... wares, or merchandise to the consuming public" and draws "50% or more of its annual dollar volume ... from such sales," rather than from sales to other businesses "for resale.")

2.3.3 "Jobs in agriculture" means jobs with work primarily within the same definition of "agriculture" as under 29 U.S.C. § 203(f) of the federal FLSA: "farming in all its branches and among other things includes the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities (including ... agricultural commodities ...), the raising of livestock, bees, fur-bearing animals, or poultry, and any practices (including any forestry or lumbering operations) performed by a farmer or on a farm as an incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market or to carriers for transportation to market." "Jobs in agriculture" also includes temporary employees employed directly by the Western Stock Show Association for the annual National Western Stock Show, who are exempt from all provisions of the COMPS Order.

2.4 Exemptions from Overtime Requirements of the COMPS Order. The following employees are exempt from Rule 4 (Overtime) unless otherwise specified.

2.4.1 Certain Salespersons and Mechanics. Salespersons, parts-persons, and mechanics employed by automobile, truck, or farm implement (retail) dealers; and salespersons employed by trailer, aircraft, and boat (retail) dealers are exempt from Rule 4 (Overtime).

2.4.2 Commission Sales. Sales employees of retail or service industries paid on a commission basis, provided that at least 50% of their total earnings in the pay period is derived from commission sales, and their regular rate of pay is at least one and one-half times the minimum wage, are exempt from Rule 4 (Overtime). This exemption is applicable for only employees of retail or service employers who receive over 75% of their annual dollar volume from retail or service sales.

2.4.3 Ski Industry. Employees of the ski industry performing duties directly related to ski area operations for downhill skiing or snowboarding, and those employees engaged in providing food and beverage services at on-mountain locations, are exempt from (within Rule 4) the 40-hour overtime requirement but not the requirement of overtime pay for over 12 hours that are consecutive or are within a workday. This partial overtime exemption does not apply to ski area employees performing duties related to lodging.

2.4.4 Medical Transportation. Employees of the medical transportation industry who work 24-hour shifts are exempt from the Rule 4.1.1(B)-(C) daily (12-hour) overtime rules if they receive the required Rule 4.1.1(A) weekly (40-hour) overtime pay.

2.4.5 Eight and Eighty Rule. A hospital or nursing home may seek an agreement with individual employees to pay overtime pursuant to the provisions of the federal FLSA "8 and 80 rule" whereby employees are paid time and one-half their regular rate of pay for any work performed in excess of 80 hours in a 14 consecutive day period and for any work in excess of 8 hours per day.

2.5 Salary Thresholds for Certain Exemptions.

2.5.1 For COMPS exemptions requiring a salary, the "Salary Requirement" rules of the federal FLSA in 29 CFR Part 541 Subpart G, apply, except that under the COMPS Order, the salary must be at least the level listed below and sufficient for the minimum wage for all hours in a workweek (with the exception of certain professionals listed in Rule 2.5.2). As detailed below: The weekly salary from July 1, 2020, through December 31, 2020, shall be \$684 (\$35,568 per year²), then shall be \$778.85 for 2021, \$865.38 for 2022, \$961.54 for 2023, and \$1,057.69 for 2024, and then shall be indexed every January 1 by the same Consumer Price Index (CPI) as the Colorado minimum wage; except that the 2020 salary does not apply to

the following two categories of employers, to whom the below salary schedule applies only as of January 1, 2021 — (A) non-profit employers with annual total gross revenue of under \$50 million, and (B) for-profit employers with annual total gross revenue of under \$1 million.

2 Annual equivalents are based on 2080 hours over 52 weeks of 40 hours, as under the federal FLSA, and are rounded to the nearest dollar.

Date	Weekly Overtime-Exempt Salary (& Rounded Annual Equivalent)
July 1, 2020	\$684.00 per week (\$35,568 per year)
January 1, 2021	\$778.85 per week (\$40,500 per year)
January 1, 2022	\$865.38 per week (\$45,000 per year)
January 1, 2023	\$961.54 per week (\$50,000 per year)
January 1, 2024	\$1,057.69 per week (\$55,000 per year)
January 1, 2025	The 2024 salary adjusted by the same CPI as the Colorado Minimum Wage

For any employer that is not subject to the \$684 per week salary under this Rule 2.5.1 for all or part of 2020, the required salary is the equivalent of the Colorado \$12.00 minimum wage, less any applicable lawful credits, for all hours worked in a workweek.³

3 This salary requirement of minimum wage for all hours work applied under Minimum Wage Order #35 (2019) and prior Minimum Wage Orders.

2.5.2 Exemption for Certain Professionals Exempt from the Salary Requirement under Federal Wage Law. The Rule 2.5.1 salaries do not apply to the following professionals who are exempt from the requirement of a salary under federal wage law.

(A) Doctors, lawyers, and teachers who qualify as exempt Rule 2.2.3 professional employees need not receive any particular salary or hourly pay to be exempt.

(B) Employees in highly technical computer-related occupations, as defined by Rule 2.2.10, must receive at least the lesser of (1) the applicable salary in Rule 2.5.1, or (2) hourly pay that is at least \$28.38 in 2021, adjusted annually by CPI thereafter.

Rule 3. Minimum Wages.

3.1 Statewide Minimum Wage. Effective January 1, 2021, under the minimum wage requirements of Article XVIII, § 15, of the Colorado Constitution, all employees (with the exceptions detailed in Rule 3.3), whether employed on an hourly, piecework, commission, time, task, or other basis, shall be paid not less than \$12.32 per hour, less any applicable lawful credits or exceptions noted, for all hours worked, if the employee is covered by either:

(A) Rule 2 (Coverage and Exemptions) of the COMPS Order; or

(B) the minimum wage provisions of the federal FLSA (29 U.S.C. §§ 201 et seq.).

3.2 Minimum and Overtime Wage Requirements of Other Applicable Jurisdictions. In addition to state wage requirements, federal or local laws or regulations may apply minimum, overtime, or other wage requirements to some or all Colorado employers and employees. If an employee is covered by multiple minimum or overtime wage requirements, the requirement providing a higher wage, or otherwise setting a higher standard, shall apply. The Division accepts state law complaints by employees who claim entitlement to a state, federal, or local minimum or overtime wages under the CRS § 8-4-101(14) definition that the "unpaid wages" recoverable in a state-law claim include "[a]ll amounts for labor or service performed by employees," as long as such amounts are "earned, vested, and determinable, at which time such amount shall be payable to the employee pursuant to this article."

3.3 Reduced Minimum for Certain People with Disabilities and Minors. The minimum wage may be reduced by 15% for (a) non-emancipated minors and (b) persons certified by the Director to be less efficient in

performance of their job duties due to a physical disability.

Rule 4. Overtime.

4.1 Overtime Wages.

4.1.1 Employees shall be paid time and one-half of the regular rate of pay for any work in excess of any of the following, except as provided below:

(A) 40 hours per workweek;

(B) 12 hours per workday; or

(C) 12 consecutive hours without regard to the start and end time of the workday.

4.1.2 Whichever of the three calculations in Rule 4.1.1 results in the greater payment of wages shall apply in any particular situation.

4.1.3 Hours worked in two or more workweeks shall not be averaged for computing overtime.

4.1.4 Performance of work in two or more positions, at different pay rates, for the same employer, shall be computed at the overtime rate based on the regular rate of pay for the position in which the overtime occurs, or at a weighted average of the rates for each position, as provided in the federal FLSA.

4.1.5 In calculating when 12 consecutive hours are worked for purposes of the Rule 4.1.1 requirement of overtime after 12 hours, meal periods may be subtracted, but only if the meal periods comply with the Rule 5.1 requirements for meal periods.

4.2 Effect of Daily Overtime on Workday and Workweek. The requirement to pay overtime for work in excess of 12 consecutive hours will not alter the employee's established workday or workweek, as previously defined.

4.3 Overtime for Minors. Nothing in Rule 4 modifies the provisions on work hours for minors contained in CRS § 8-12-105.

Rule 5. Meal and Rest Periods.

5.1 Meal Periods. Employees shall be entitled to an uninterrupted and duty-free meal period of at least a 30-minute duration when the shift exceeds 5 consecutive hours. Such meal periods, to the extent practical, shall be at least one hour after the start, and one hour before the end, of the shift. Employees must be completely relieved of all duties and permitted to pursue personal activities for a period to qualify as non-work, uncompensated time. When the nature of the business activity or other circumstances make an uninterrupted meal period impractical, the employee shall be permitted to consume an on-duty meal while performing duties. Employees shall be permitted to fully consume a meal of choice on the job and be fully compensated for the on-duty meal period without any loss of time or compensation.

5.2 Rest Periods. Every employer shall authorize and permit a compensated 10-minute rest period for each 4 hours of work, or major fractions thereof, for all employees, as follows:

Work Hours	Rest Periods Required
2 or fewer	0
Over 2, and up to 6	1
Over 6, and up to 10	2
Over 10, and up to 14	3
Over 14, and up to 18	4
Over 18, and up to 22	5

5.2.1 Rest periods shall be 10 minutes unless,

(A) on a given workday, or in a writing covering up to a one-year period that is signed by both parties, the employee and the employer agree, voluntarily and without coercion, to have two 5-minute breaks, as long as 5 minutes is sufficient, in the work setting, to allow the employee to go back and forth to a bathroom or other location where a bona fide break would be taken; or

(B) If the below conditions are met, rest periods need not be 10 minutes every 4 hours for any employees (i) governed by a collective bargaining agreement at any employer, or (ii) during time they are providing Medicaid-funded services for a service provider or agency receiving at least 75% of its annual total gross revenue from Medicaid or other governmental funds for providing such services within Medicaid home- and community-based services waivers, and the services provided require continuous supervision of the service recipient, or providing a rest period would interfere with ensuring the service recipient's health, safety, and welfare. Employees in category (i) or (ii) must receive:

(1) rest periods that average, over the workday, at least 10 minutes per 4 hours worked; and

(2) at least 5 minutes of rest in every 4 hours worked.

Such an agreement does not change an employee's right to pay for rest periods under Rule 5.2.4. Additionally, when (B)(ii) above applies: When direct support professionals or direct care workers serving individuals with disabilities spend time in community outings with those individuals with disabilities – as part of day programs, supported living services, or one-to-one respite or personal care – time in such outings does not require rest breaks or pay for rest breaks.

5.2.2 Rest periods, to the extent practical, shall be in the middle of each 4-hour work period. It is not necessary that the employee leave the premises for a rest period.

5.2.3 Required rest periods are time worked for the purposes of calculating minimum wage and overtime obligations.

5.2.4 When an employee is not authorized and permitted a required 10-minute rest period, his or her shift is effectively extended by 10 minutes without compensation. Because a rest period requires 10 minutes of pay without work being performed, work during a rest period is additional work for which additional pay is not provided. Therefore, a failure by an employer to authorize and permit a 10-minute compensated rest period is a failure to pay 10 minutes of wages at the employee's agreed-upon or legally required (whichever is higher) rate of pay. This Rule 5.2.4 applies equally to rest periods that Rule 5.2.1 permits to be of different durations.

Rule 6. Deductions, Credits, and Charges.

6.1 Tips or Gratuities. It shall be unlawful for an employer to assert a claim to, right of ownership in, or control over tips or gratuities intended for employees in violation of the Colorado Wage Act, including CRS § 8-4-103(6).

6.2 Credits Toward Minimum Wages. The only allowable credits an employer may take toward the minimum wage are those in Rules 6.2.1 - 6.2.3 below.

6.2.1 Lodging Credit. A lodging credit for housing furnished by the employer and used by the employee may be considered part of the minimum wage if it is:

(A) no greater than the smaller of (1) the reasonable and actual cost to the employer of providing the housing, (2) the fair market value of the housing, or (3) \$25 per week for a room (in a shared residence, dormitory, or hotel) or \$100 per week for a private residence (an apartment or a house);

(B) accepted voluntarily and without coercion, and primarily for the benefit or convenience of the employee,

rather than of the employer; and

(C) recorded in a written agreement (electronic form is acceptable) that states the fact and amount of the credit (but need not be a lease).

6.2.2 Meal Credit. A meal credit, equal to the reasonable cost or fair market value of meals provided to the employee, may be used as part of the minimum hourly wage. No profits to the employer may be included in the reasonable cost or fair market value of such meals furnished. Employee acceptance of a meal must be voluntary and uncoerced.

6.2.3 Tip Credit. A tip credit no greater than \$3.02 per hour may be used to offset cash wages for employers of tipped employees. An employer must pay a cash wage of at least \$9.30 per hour if it claims a tip credit against its minimum hourly wage obligation; if an employee's tips combined with the cash wage of at least \$9.30 per hour do not equal the minimum hourly wage, the employer must make up the difference in cash wages.

6.3 Uniforms.

6.3.1 Where wearing a particular uniform or special apparel is a condition of employment, the employer shall pay the cost of purchases, maintenance, and cleaning of the uniforms or special apparel, with the following exceptions:

(A) if the uniform furnished by the employer is plain and washable, and does not need or require special care such as ironing, dry cleaning, pressing, etc., the employer need not maintain or pay for cleaning; and

(B) clothing that is ordinary, plain, and washable that is prescribed as a uniform need not be furnished by the employer unless a special color, make, pattern, logo, or material is required.

6.3.2 The cost of ordinary wear and tear of a uniform or special apparel shall not be deducted from an employee's wages.

Rule 7. Employer Record-Keeping and Posting Requirements.

7.1 Employee Records. Every employer shall keep at the place of employment, or at the employer's principal place of business in Colorado, a true and accurate record for each employee which contains the following information:

(A) name, address, occupation, and date of hire of the employee;

(B) date of birth, if the employee is under 18 years of age;

(C) daily record of all hours worked;

(D) record of credits claimed and of tips; and

(E) regular rates of pay, gross wages earned, withholdings made, and net amounts paid each pay period.

7.2 Issuance of Earnings Statement. An itemized earnings statement of the information in Rule 7.1(D)-(E) and the total hours worked in the pay period, with the employee's and the employer's names, shall be provided to each employee each pay period.

7.3 Maintenance of Earnings Statement Information. An employer shall retain records reflecting the information contained in an employee's itemized earnings statement as described in this rule for at least 3 years after the wages or compensation were due, and for the duration of any pending wage claim pertaining to the employee. Each employer shall provide each employee access to the information in Rules 7.1(A) and (C) in any of the following forms it chooses:

(A) provide the information with the regular earnings statements;

(B) provide each employee with access to a functioning electronic portal that shows the information – but this method is permissible only if the employer knows an email address of the employee; or

(C) provide each employee the information for the entire calendar year by January 31st the following year and, in addition, provide the information to an employee upon a request that an employee may make once per year.

7.4 Posting and Distribution Requirements.

7.4.1 Posting. Every employer subject to the COMPS Order must display a COMPS Order poster published by the Division in an area frequented by employees where it may be easily read during the workday. If the work site or other conditions make a physical posting impractical (including private residences employing only one worker, and certain entirely outdoor work sites lacking an indoor area), the employer shall provide a copy of the COMPS Order or poster to each employee within his or her first month of employment, and shall make it available to employees upon request. An employer that does not comply with the above requirements of this paragraph shall be ineligible for any employee-specific credits, deductions, or exemptions in the COMPS Order, but shall remain eligible for employer- or industry-wide exemptions, such as exempting an entire employer or industry from any overtime or meal/rest period requirements in Rules 4-5.

7.4.2 Distribution. Every employer publishing or distributing to employees any handbook, manual, or written or posted policies shall include a copy of the COMPS Order, or a COMPS Order poster published by the Division, with any such handbook, manual, or policies. Every employer that requires employees to sign any handbook, manual, or policy shall, at the same time or promptly thereafter, include a copy of the COMPS Order, or a COMPS Order poster published by the Division, and have the employee sign an acknowledgement of being provided the COMPS Order or the COMPS Order poster.

7.4.3 Translation. Employers with any employees with limited English language ability shall:

(A) use a Spanish-language version of the COMPS Order and poster published by the Division, if the employee(s) in question speak Spanish; or

(B) contact the Division to request that the Division, if possible, provide a version of the COMPS Order and poster in another language that any employee(s) need.

Rule 8. Administration and Interpretation.

8.1 Recovery of Wages.

(A) Availability of court action or Division administrative complaint. An employee receiving less than the full wages or other compensation owed is entitled to recover in a civil action the unpaid balance of the full amount owed, together with reasonable attorney fees and court costs, notwithstanding any agreement to work for a lesser wage, pursuant to CRS §§ 8-4-121, 8-6-118. Alternatively, an employee may elect to pursue a complaint through the Division's administrative procedure as described in the Colorado Wage Act, CRS § 8-4-101, et seq.

(B) No minimum claim size. There is no minimum size of a wage claim, and thus no claim too minimal ("de minimis") for recovery, because Article 4 requires paying "[a]ll wages or compensation" (CRS § 8-4-103(1)(a)), and authorizes civil actions "to recover any amount of wages or compensation" (CRS § 8-4-110(1)) and Division complaints "for any violation" (CRS § 8-4-111(1)(a)).

8.2 Complaints. Any person may register with the Division a written complaint that alleges a violation of the COMPS Order within 2 years of the alleged violation(s), except that actions brought for a willful violation shall be commenced within 3 years.

8.3 Investigations. The Director or a designated agent shall investigate and take all proceedings necessary to enforce the payment of the minimum wage and other provisions of the COMPS Order, pursuant to these rules and CRS Title 8, Articles 1, 4, 6, and 13.3. Violations may be subject to the administrative procedure as described in the Colorado Wage Act, CRS § 8-4-101, et seq.

8.4 Violations. It is theft under the Criminal Code (CRS § 18-4-401) if an employer or agent:

(A) willfully refuses to pay wages or compensation, or falsely denies the amount of a wage claim, or the validity thereof, or that the same is due, with intent to secure for himself, herself, or another person any discount upon such indebtedness or any underpayment of such indebtedness or with intent to annoy, harass, oppress, hinder, coerce, delay, or defraud the person to whom such indebtedness is due (CRS § 8-4-114); or

(B) intentionally pays or causes to be paid to any such employee a wage less than the minimum (CRS § 8-6-116).

8.5 Reprisals. Employers shall not threaten, coerce, or discriminate against any person for the purpose of reprisal, interference, or obstruction as to any actual or anticipated investigation, hearing, complaint, or other process or proceeding relating to a wage claim, right, or rule. Violators may be subject to penalties under CRS §§ 8-1-116, 8-1-140, 8-4-120, and/or 8-6-115.

8.6 Division and Dual Jurisdiction. The Division shall have jurisdiction over all questions arising with respect to the administration and interpretation of the COMPS Order. Whenever employers are subjected to Colorado law as well as federal and/or local law, the law providing greater protection or setting the higher standard shall apply. For information on federal law, contact the U.S. Department of Labor, Wage and Hour Division.

8.7 Construction.

(A) Liberal construction of COMPS, narrow construction of exceptions/ exemptions. Under the C.R.S. § 8-6-102 "Construction" provision ("Whenever this article or any part thereof is interpreted by any court, it shall be liberally construed by such court."), applicable to rules on "wages which are inadequate to supply the necessary cost of living" (§ 8-6-104), on "conditions of labor detrimental to [worker] health or morals" (§ 8-6-104), on "conditions of labor and hours of employment not detrimental to health or morals for workers" (§ 8-6-106), on "what are unreasonably long hours" (§ 8-6-106), on what requirements are "necessary to carry out the provisions of this article" (§ 8-6-108.5), and on minimum and overtime wages (§§ 8-6-109, -111, -116, -117): The provisions of the COMPS Order shall be liberally construed, with exceptions and exemptions accordingly narrowly construed.

(B) Subpart included in cross-references. Where any Division rule references another rule, the reference shall be deemed to include all subparts of the referenced rule.

(C) Minimum Wage Order references. References to the Colorado "Minimum Wage Order" shall be deemed to reference the COMPS Order, as the successor to the Colorado Minimum Wage Order.

8.8 Separability. The COMPS Order is intended to remain in effect to the maximum extent possible. If any part (including any section, sentence, clause, phrase, word, or number) is held invalid, (A) the remainder of the COMPS Order remains valid, and (B) if the provision is held not wholly invalid, but merely in need of narrowing, the provision should be retained in narrowed form.

Appendix A. Statutory Authority.

- CRS §§ 8-1-101 ("General order' means an order of the director applying generally throughout the state to all persons, employments, or places of employment under the jurisdiction of the division");
- 8-1-103 ("[P]owers, duties, and functions of the director ... , includ[e] ... promulgation of rules, rates, regulations, and standards, and the rendering of findings, orders, and adjudications");
- 8-1-107 ("[T]he director has the duty and the power to ... [a]dopt reasonable and proper rules and regulations relative to the exercise of his powers and proper rules and regulations to govern the proceedings of the division and to regulate the manner of investigations and hearings.");
- 8-1-108 ("[G]eneral orders shall be effective ... after they are adopted by the director and posted"; "All orders of the division shall be ... in force and prima facie reasonable and lawful until ... found otherwise.");\

- 8-1-111 ("The director is vested with the power and jurisdiction to have such supervision of every employment and place of employment ... [to] determine the conditions under which the employees labor ... , to enforce all provisions of law relating thereto ... to administer all provisions of this article with respect to the relations between employer and employee and to do all other acts and things convenient and necessary to accomplish the purposes of this article.");
- 8-1-130 ("The director has full power to hear and determine all questions within his jurisdiction, and his findings, award, and order issued thereon shall be final agency action.");
- 8-4-111 ("It is the duty of the director ... to enforce generally the provisions of this article.");
- 8-6-102 ("Whenever this article or any part thereof is interpreted by any court, it shall be liberally construed.");
- 8-6-104 ("It is unlawful to employ workers in any occupation ... for wages which are inadequate to supply the necessary cost of living and to maintain the health of the workers It is unlawful to employ workers in any occupation ... under conditions of labor detrimental to their health or morals.");
- 8-6-105 ("It is the duty of the director to inquire into the wages paid to employees and into the conditions of labor ... in any occupation ... if the director has reason to believe ... conditions of labor are detrimental to the health or morals of said employees or that the wages paid to a substantial number of employees are inadequate to supply the necessary cost of living and to maintain such employees in health.");
- 8-6-106 ("The director shall determine the minimum wages sufficient for living wages ... ; standards of conditions of labor and hours ... not detrimental to health or morals for workers; and what are unreasonably long hours.");
- 8-6-108 ("[F]or the purpose of investigating any of the matters [s/]he is authorized to investigate by this article ... [t]he director has power to make reasonable and proper rules and procedure and to enforce said rules and procedure.");
- 8-6-109 ("If after investigation the director is of the opinion that the conditions of employment surrounding said employees are detrimental to the health or morals or that a substantial number of workers in any occupation are receiving wages ... inadequate to supply the necessary costs of living and to maintain the workers in health, the director shall proceed to establish minimum wage rates.");
- 8-6-111 ("Overtime, at a rate of one and one-half times the regular rate of pay, may be permitted by the director under conditions and rules and for increased minimum wages which the director, after investigation, determines and prescribes by order and which shall apply equally to all employers in such industry or occupation.");
- 8-6-116 ("The minimum wages fixed by the director, as provided in this article, shall be the minimum wages paid to the employees, and the payment ... of a wage less than the minimum ... is unlawful");
- 8-6-117 ("In every prosecution ... of this article, the minimum wage established by the director shall be prima facie presumed to be reasonable and lawful and the wage required to be paid. The findings of fact made by the director acting within prescribed powers, in the absence of fraud, shall be conclusive.");
- 8-12-115 ("The director shall enforce ... this article" and "shall promulgate rules and regulations more specifically defining the occupations and types of equipment permitted or prohibited by this article.");
- 8-13.3-403 ("The division shall promulgate rules regarding compensation and accrual of paid sick leave for employees employed and compensated on a fee-for-service basis.");
- 8-13.3-407 ("Determinations made by the division under this section [as to paid sick leave] are appealable pursuant to § 8-4-111.5 and rules promulgated by the department regarding appeals and strategic enforcement.");
- 8-13.3-408 ("Each employer shall notify its employees that they are entitled to paid sick leave, pursuant to rules promulgated by the division.");
- 8.13.3-410 ("The director may coordinate implementation and enforcement of this part and adopt rules as necessary for such purposes."); and
- the Administrative Procedure Act, CRS § 24-4-103.

Meal and Rest Periods Policy

Access Healthcare LLC strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Supervisor regarding procedures and schedules for rest and meal breaks. The Company requires employees to accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to or prohibited from taking an uninterrupted meal or rest period.

In Colorado, employees are entitled to an uninterrupted and duty-free unpaid 30-minute meal period for all shifts exceeding five consecutive hours. If practical, these meal periods will be at least one hour after the start and one hour before the end of the shift. If this is not possible or is impractical, you will be permitted to consume an "on duty" meal while performing your work duties, and this meal period will be paid.

Additionally, you are entitled to a paid 10-minute rest period for each four hours of work, or major fraction thereof, as follows:

Periods Required	Number of rest breaks
2 or fewer	0
Over 2, and up to 6	1
Over 6, and up to 10	2
Over 10, and up to 14	3
Over 14, and up to 18	4
Over 18, and up to 22	5
Over 22	6

Rest periods must be in the middle of each four-hour work period, unless it is impractical. It is not necessary that you leave Company property for a rest period. Rest periods will be 10 minutes unless otherwise provided by applicable law.

Required rest periods are "time worked" for the purposes of calculating minimum wage and overtime obligations.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times Access Healthcare LLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for hours worked in excess of 40 hours in a workweek, 12 hours per workday, and 12 consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages. Holidays and sick leave days do not count as time worked for computing overtime.

Benefits

Domestic Violence Leave

Access Healthcare LLC will provide employees who are victims of domestic violence, including sexual abuse, stalking, sexual assault, or any other crime including an act found by a court to be domestic violence, up to three days of unpaid leave time within a 12-month period.

Eligibility

You must have been employed with the Company for 12 or more months to be eligible for this leave.

Use of Leave

You may use leave available under this policy to:

- Seek a civil protection order to prevent domestic abuse.
- Obtain medical care and/or medical health counseling for yourself or your children to address physical or psychological injuries resulting from the act of domestic abuse, stalking, sexual assault, or other crime involving domestic violence.
- Make your home secure from the perpetrator of the crime or seek new housing to escape the perpetrator.
- Seek legal assistance to address issues arising from the crime and attend and prepare for court-related proceedings arising from the act or crime.

Notice

Except in a case of imminent danger, if you are seeking leave from work under this policy you must provide the Company with advance notice of the leave. In addition, the Company may require you to provide documentation verifying the need for the leave. Confidentiality of the situation will be maintained to the extent possible.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Public Health Emergency Leave

In addition to the paid sick leave provided under the Colorado Paid Sick Leave Policy, Access Healthcare LLC will provide you with paid public health emergency leave in 2021, in accordance with the Colorado Healthy Families and Workplaces Act, for a declared public health emergency. **Public health emergency** means:

- An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent, for which 1) an emergency is declared by a federal, state, or local public health agency; or 2) a disaster emergency is declared by the governor; or
- A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.

Public health emergency leave may be used for the following reasons:

1. To self-isolate due to either being diagnosed with, or having symptoms of, a communicable illness that is the cause of a public health emergency;
2. To seek diagnosis, treatment, or care (including preventive care) of such illness;
3. Exclusion from work by a government health official, or by your employer, due to your exposure to, or symptoms of, such illness;

4. Inability to work due to a health condition that may increase your susceptibility or risk of such illness; or
5. To care for a child or other family member who is in category 1, 2, or 3 above, or whose school, childcare provider, or other care provider is either unavailable, closed, or providing remote instruction due to the public health emergency.

Public health emergency leave will be provided, as needed, in addition to any paid sick leave that you have already accrued. If you normally work 40 or more hours in a week, you will be provided with enough public health emergency leave to ensure that you are able to take 80 hours of leave during a public health emergency. If you work fewer than 40 hours per week, you will be provided with enough public health emergency leave to ensure that you are able to take leave equal to the amount of time that you are scheduled to work in a 14-day period or the amount of time you actually work on average in a 14-day period—whichever is greater.

You may use any public health emergency leave that is provided under this policy before using any paid sick leave that you have accrued prior to the public health emergency.

Public health emergency leave expires four weeks after the official termination or suspension of the public health emergency. During a public health emergency, you will continue to accrue paid sick leave as outlined in the Colorado Paid Sick Leave Policy.

You must provide notice of your need for public health emergency leave as soon as practical if your need for leave is foreseeable, and the company is not closed. If the need for leave is unforeseeable, provide notice as soon as possible.

You will not be required to provide any documentation for public health emergency leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Sick Leave

Access Healthcare LLC provides paid sick leave to eligible employees in accordance with the Colorado Healthy Families and Workplaces Act.

Eligibility

All employees who work in Colorado are eligible for sick leave.

Reasons for Leave

Sick leave may be taken for the following reasons:

- To care for your own, or a family member's, mental or physical illness, injury, or health condition; to obtain medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or to obtain preventative medical care.
- If you or a family member have been the victim of domestic abuse, sexual assault, or harassment, in order to:
 - Seek medical attention or to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
 - Obtain services from a victim services organization;
 - Obtain mental health or other counseling;
 - Seek relocation due to the domestic abuse, sexual assault, or harassment; or
 - Seek legal services, including preparation for or participation in a civil or criminal proceeding related to or resulting from the domestic abuse, sexual assault, or harassment.
- Due to a public health emergency, a public official has ordered the closure of:
 - Your place of business; or
 - Your child's school or place of care and you need to be absent from work to care for your child.

Family member means:

- A person who is related to you by blood, marriage, civil union, or adoption;
- A child to whom you stand in loco parentis or a person who stood in loco parentis to you when you were a child; or
- A person for whom you are responsible for providing or arranging health- or safety-related care.

Public health emergency means:

- An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent, for which: 1) an emergency is declared by a federal, state, or local public health agency; or 2) a disaster emergency is declared by the governor; or
- A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.

Accrual and Usage

Eligible employees accrue one hour for every 30 hours worked up to a maximum accrual of 48 hours in a leave year. You will begin accruing sick leave on January 1, 2021 or your first day of employment, whichever is later. For purposes of this policy, the leave year is calendar year. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule. You may begin using sick leave as it accrues.

You may use a maximum of 48 hours of sick leave in a leave year. You may carry over up to 48 hours of unused accrued sick leave to the following leave year; however, you may still only use 48 hours of sick leave in any given leave year.

Compensation

You will be compensated for sick leave at your regular rate of pay or the applicable minimum wage, whichever is higher.

Notice

If the need for leave is foreseeable, you must make a good-faith effort to provide advance notice and make a reasonable effort to schedule leave in a manner that does not unduly disrupt the Company. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Documentation

If you are absent for four or more consecutive days, you may be requested to provide reasonable documentation as soon as you are reasonably able to provide it showing that the leave is being taken for permitted purposes.

Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

Interaction with Other Leave

Sick leave will run concurrently with the federal Family and Medical Leave Act and/or other leaves where permitted under state and federal law.

Transfers

If you transfer to another division, entity, or location, you are entitled to all previously unused sick leave and may use it as described in this policy.

Reinstatement of Sick Leave upon Rehire

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired within six months.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Safety and Loss Prevention

Colorado Workplace Public Health Rights Notice

Healthy Families and Workplaces Act

Employee Rights to Paid Leave

The Healthy Families and Workplaces Act (HFWA) requires employers with at least 16 employees to provide up to 48 hours of paid leave, and additional public health emergency (PHE) leave, to employees effective January 1, 2021. The HFWA provides the following:

- Employees accrue one hour of paid leave per 30 hours worked, up to 48 per year.
- Up to 80 hours of supplemental leave applies during a PHE, until four weeks after the PHE ends.
- Employees must receive their regular rate of pay and hours of pay, and their benefits must continue during the leave.
- Employees may carry up to 48 hours of unused leave into the next year.

Coverage

The HFWA covers Colorado employers with at least 16 employees.

Accrual and Usage

Employees may use accrued leave for their health or safety needs related to the following:

1. A mental or physical illness, injury, or health condition, including diagnosis or preventive care, that prevents them from working;
2. Domestic abuse, sexual assault, or criminal harassment requiring them to seek health, relocation, legal, or other services;
3. To care for a family member experiencing a condition related to bullets 1 or 2; or
4. During a PHE, where a public official has closed the employee's workplace, or where the employee's child's school or place of care has been closed.

During a PHE, employees can use supplemental PHE leave for needs related to the following:

1. Self-isolating or work exclusion due to exposure, symptoms, or diagnosis of the communicable illness in the PHE;
2. Seeking a diagnosis, treatment, or care (including preventive care) of such an illness;
3. Being unable to work due to a health condition that may increase susceptibility to or risk of such an illness; or
4. Caring for a child or other family in bullets 1, 2, or 3, or whose school or place of care is unavailable due to the PHE.

Employees still earn up to 48 hours of accrued leave and may use their supplemental PHE leave before using accrued leave.

Leave may be used in either hourly or six-minute increments, depending on employer policy.

Employer Notice and Posting

Employers must provide notice of employee rights under the HFWA:

- To new employees no later than when other onboarding documents and policies are provided.
- To current employees by end of year, by providing updated notices and displaying updated posters.

Employee Notice Requirements and Documentation

Employers may adopt policies that require employees to provide notice when the leave is foreseeable; however, an employer cannot deny paid leave for noncompliance with such a policy.

Where leave is taken for four or more consecutive work days (days on which an employee would have worked—not calendar days), employers may require documentation showing that the leave was taken for a qualifying reason.

Documentation is not required prior to taking paid leave but may be required as soon as an employee can provide it after returning to work or separating from work (whichever is sooner).

To document leave for an employee's (or an employee's family member's) health-related need, an employee may provide a document from a health or social services provider if services were received and the document can be obtained in reasonable time and without added expense; otherwise, the employee may provide a document in their own writing.

To document that an employee (or an employee's family member) required leave for a need related to domestic abuse, sexual assault, or criminal harassment, an employee may provide:

- A document from a health or shelter services provider if services were received and the document can be obtained in reasonable time and without added expense; or
- A legal document, such as a restraining order or police report.

If the documentation is insufficient, the employer must notify the employee within seven days of receiving the documentation or the employee's return to work or their separation, and must give the employee at least seven days to correct the deficiency.

Privacy

Employers cannot require employees to disclose details about their or a family member's HFWA-related health or safety information; such information must be treated as a confidential medical record.

Recordkeeping

Employers must provide employees, upon request, documentation of the current amount of paid leave available for use and the amount of leave already used during the benefit year, including any supplemental PHE leave available or used. Employees may request this information once per month or when the need for HFWA leave arises.

Retaliation of Interference with HFWA Rights

Paid leave cannot be counted as an absence that may result in termination or any other adverse action taken against an employee. In addition, employees may not be required to find a replacement worker or job coverage when taking paid leave.

An employer may not fire, threaten, or otherwise retaliate against or interfere with an employee who:

- Requests or takes HFWA leave;
- Informs another person about their rights under the HFWA, or supports that person's exercise of HFWA rights;
- Files an HFWA complaint; or
- Cooperates or assists in an investigation about a potential HFWA violation.

If an employee's HFWA complaint, request, or other activity is incorrect, an employer need not agree or grant the leave; however, the employer still cannot fire or take other action against the employee for that

reason, as long as the employee's belief was reasonable and in good faith. Employees can face consequences for misusing paid leave or other misconduct.

Public Health Emergency Whistleblower Law

Under the Public Health Emergency Whistleblower law (PHEW), workers have the right to express their workplace health concerns and to use protective equipment.

Coverage

The PHEW covers all employers and employees in Colorado, and also covers all principals (employers or businesses with at least five independent contractors) and workers (employees or independent contractors of a principal).

Workplace Health/Safety Violations During Public Health Emergencies

It is unlawful for an employer to retaliate against or interfere with a worker for the following acts during and related to a public health emergency:

- Raising reasonable concerns, including informally, to the principal, other workers, the government, or the public, about workplace violations of government health or safety rules, or about a significant workplace threat to health or safety.
- Opposing a violation or testifying, assisting, or participating in an investigation or proceeding about retaliation for, or interference with, the above conduct.

A principal need not address a worker's PHEW-related concern, but still cannot fire or take other action against the worker for that reason, as long as the worker's belief was reasonable and in good faith.

Use of Own Personal Protective Equipment

Workers must be allowed to voluntarily wear their own personal protective equipment (PPE), such as a mask, faceguard, or gloves, if that PPE:

- Provides more protection than equipment provided at the workplace;
- Is recommended by a government health agency (federal, state, or local); and
- Does not make them unable to do their job.

Complaint Rights Under the HFWA and PHEW

Violations may be reported to the Colorado Division of Labor Standards and Statistics as complaints or anonymous tips, or may be filed in court after exhausting pre-lawsuit remedies. The division may be reached at coloradolaborlaw.gov, cdle_labor_standards@state.co.us, or 303-318-8441/888-390-7936.

Colorado Acknowledgement

By signing the Employee Handbook Acknowledgement, I acknowledge that I have received a copy of the current Colorado Overtime and Minimum Pay Standards Order (COMPS Order) or COMPS Order poster published by the Colorado Department of Labor and Employment.

Florida Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination and all other terms conditions and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;

- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Benefits

Domestic/Sexual Violence Leave

Access Healthcare LLC will provide employees who are victims of domestic or sexual violence, or whose family or household member is a victim of domestic violence, with up to three days of unpaid leave in any 12-month period for certain qualifying reasons.

Eligibility

To be eligible for domestic/sexual violence leave you must have worked for the Company for at least three months.

Leave Usage

You may take domestic/sexual violence leave to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating, or sexual violence.
- Obtain medical care or mental health counseling for yourself or your family or household member to address physical or psychological injuries resulting from domestic violence.
- Obtain services from a victim services organization for yourself or your family or household member.
- Make your home secure from the perpetrator of domestic violence or seek new housing to escape the perpetrator.
- Seek legal assistance in addressing issues arising from domestic violence or prepare for and attend court-related proceedings arising from domestic violence.

Family or household member means your spouse, former spouse, persons related to you by blood or marriage, persons who are presently residing with you as if they are family or who have resided with you in the past as if they are family, and persons who have a child in common with you regardless of whether you have been married to them. With the exception of persons who have a child in common with you, the family or household members must be currently residing with you or have in the past resided with you in the same single dwelling unit.

Notice

Except in the case of imminent danger to your health and safety or that of your family or household member, you must provide reasonable advance notice of your need for leave. You may be required to provide documentation showing evidence of your need for leave.

Compensation

Leave under this policy is unpaid. Leave under this policy is unpaid; however, you may substitute any applicable paid leave for all or a portion of your unpaid leave.

Confidentiality

Information about your request for leave will be kept confidential, except as required by federal or state law or as necessary to protect your safety in the workplace.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Georgia Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;

- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Benefits

Court Attendance and Witness Leave

Access Healthcare LLC realizes that, on occasion, employees may be subpoenaed or ordered by a court to attend judicial proceedings. In such cases, notify your Supervisor as soon as possible to make scheduling arrangements.

While attending the judicial proceeding, you will receive your regular compensation. This does not apply if you are attending a judicial proceeding because you have been charged with a crime.

The Company reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Hawaii Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

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The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

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Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;

- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, reproductive health decisions, arrest and court records, status as a victim of domestic violence or sexual violence, HIV status, credit history, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Benefits

Bone Marrow, Stem Cell, or Organ Donation Leave

Access Healthcare LLC will provide eligible employees up to seven days of leave each calendar year to serve as a bone marrow donor or peripheral blood stem cell donor and up to 30 days of leave per calendar year to serve as an organ donor.

You are eligible for this leave if you have worked for the Company for at least one year immediately preceding the leave.

To obtain leave under this policy, you must submit written verification to your Supervisor that you are an organ donor, bone marrow donor, or peripheral blood stem cell donor and that there is a medical necessity for the donation of the organ, bone marrow, or peripheral blood stem cells.

Leave under this policy is unpaid.

A leave of absence under this policy will not constitute a break in your continuous employment for the purpose of the right to salary adjustments or seniority. During a leave of absence under this policy, the Company will maintain and pay for coverage under a group health plan in the same manner as if you were actively at work during the leave period.

Leave provided under this policy will be in addition to, and will not run concurrently with, leave taken under the federal Family and Medical Leave Act (FMLA) or Hawaii Family Leave Law (HFLL).

Upon return from leave, you will be restored to the same position or to a position of equivalent seniority, benefits, pay, and other terms and conditions of employment. However, the Company may decline to restore your position due to conditions unrelated to the exercise of rights under Hawaii's donor leave law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Family Leave Policy

In accordance with the Hawaii Family Leave Law (HFLL), Access Healthcare LLC will allow eligible employees to take up to four weeks of unpaid family leave per leave year for certain reasons.

Eligibility

To be eligible for HFLL leave you must have worked for the Company for at least six consecutive months.

Leave Entitlement

You may take up to four weeks of unpaid HFLL leave per leave year for:

- The birth or adoption of a child; or
- To care for a child, spouse (including a partner to a civil union under Hawaii law or other civil union partnership in another state), reciprocal beneficiary, sibling, grandchild, or parent with a serious health condition.

The leave year under this policy is calendar year.

As used in this policy:

- **Child** means your biological, adopted, foster, or stepchild, or your legal ward.
- **Parent** means your biological, foster, adoptive, or step-parent, parent-in-law, legal guardian, grandparent, or grandparent-in-law.
- **Sibling** means your biological, adopted, or foster brother or sister, or stepbrother or stepsister.

Notice

If your need for HFLL leave is foreseeable, provide the Company with at least 30 days' written notice. If your leave is foreseeable but giving 30 days' written notice is not practicable, you must provide the Company with at least a verbal notification within two business days before your HFLL leave begins. In addition, you must submit a subsequent written notice to confirm the verbal notice as soon as practicable.

If known, notice should include:

- The general reason for the family leave request.
- The anticipated start of leave.
- The anticipated duration of leave.

If your leave is not foreseeable, you must provide the Company with at least a verbal notification within two business days of learning of the need for family leave or as soon as practicable, as well as written notice to follow as soon as practicable.

Failure to provide proper notice may delay the start of your leave.

Certification

If you wish to take HFLL leave, the Company may, at its discretion, require you to provide appropriate written certification as follows:

- For the birth of a child, a written statement issued by a health care provider or the family court.
- For the placement of a child for adoption with you, the petition you filed with the court or a written statement issued by a recognized adoption agency, the attorney handling the adoption, or by the individual officially designated by the birth parent to select and approve the adoptive family.
- For the serious health condition of your child, spouse, reciprocal beneficiary, or parent, a written statement by a health care provider is required. The written certification must provide the information requested in the Hawaii Family Leave Certification of Serious Health Condition form provided by the State of Hawaii, Department of Labor and Industrial Relations, including:
 - The patient's name and relationship to you;
 - The health care provider's name, title, type of practice or field of specialization, location, and signature;
 - A statement that the patient's condition qualifies for family leave as a serious health condition as defined under the HFLL;
 - A statement that you are needed to participate in the care of the patient;
 - A statement that the patient's condition requires hospitalization or the health care provider's continuing treatment or continuing supervision;
 - The approximate date the serious health condition began, and the probable duration that you will be needed to care for the patient with a serious health condition; and
 - Whether it will be necessary for you to take leave intermittently, and if so, the estimated time that you will be needed to care for the patient with a serious health condition.

If the Company requires you to furnish appropriate written certification, this certification must be provided before the family leave begins for foreseeable leave. If the requested leave is unforeseeable, provide written certification no later than two business days after the family leave begins.

Failure to provide the appropriate written certification or to comply with the usual notice and certification requirements in a timely manner may result in delay or denial of leave.

Substitution of Paid Leave

You may substitute accrued but unused sick leave, up to a maximum of 10 days per year, unless a collective-bargaining agreement provides for use of more than 10 days, for any part of your family leave.

Interaction with Other Laws

If the reason for leave qualifies you for both HFLL and leave under the federal Family and Medical Leave Act (FMLA), the leaves must run concurrently.

Reinstatement

Upon your return from leave, you will be reinstated to your original position, or if no longer available, an equivalent position with equivalent terms and conditions of employment, including pay and employment benefits. However, you will not be entitled to reinstatement if during your HFLL leave there is a layoff or workforce reduction where you would have lost your position had you not been on leave.

Benefits

Use of HFLL leave will not result in the loss of any employment benefit that accrued before the start of your leave that was not used during leave. In addition, you will be entitled to any changes in pay and benefits as if you had not taken family leave except where the change is contingent on seniority or accrual by policy or contract.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Leave for Victims of Domestic/Sexual Violence (50 or More Total EE)

If you are a victim of domestic or sexual violence, or have a minor child who is a victim of domestic or sexual violence, Access Healthcare LLC will provide you with a reasonable period of leave from work to:

- Seek medical attention for you or your minor child to recover from physical or psychological injury or disability caused by domestic or sexual violence;
- Obtain services from a victim services organization;
- Obtain psychological or other counseling;
- Temporarily or permanently relocate; or
- Take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic or sexual violence, or other actions to enhance your or your minor child's physical, psychological, or economic health or safety or to enhance the safety of those who associate with or work with you.

For purposes of this policy:

- **Child** means your biological, adopted, or foster son or daughter; a stepchild; or a legal ward.
- **Reasonable period of leave** means the following time periods:
 - Where due to physical or psychological injury to or disability to you or your minor child, the period of time determined to be necessary by the attending health care provider, considering the condition of the individual and the job requirements.
 - Where due to your need to take legal or other actions, including preparing for or participating in any civil or criminal legal proceeding, obtaining services from a victim services organization, or permanently or temporarily relocating, the period of time necessary to complete the activity as determined by your or your minor child's attorney or advocate, court, or personnel of the relevant victim services organization.

Eligibility

To be eligible for leave under this policy, you must have worked for the Company for at least six consecutive months.

Duration of Leave

Regardless of the reason for the leave, time off under this policy may not exceed 30 days per calendar year.

Interaction with Other Leave

Leave taken under this policy will run concurrently with other leave to which you are entitled.

Notice

You must provide reasonable notice of your intent to take leave under this policy unless doing so is not practicable due to imminent danger to you or your minor child. During the leave, the Company may request weekly reports regarding your leave status and may inquire about your intention to return to work.

Certification for Medical Attention

When seeking leave under this policy to obtain medical attention, you will be asked to provide a certificate from your health care provider estimating the length of the leave and the estimated starting and ending date of the leave. In addition, before returning to work, the Company may require you to provide medical certification from your attending health care provider attesting to your condition and approving your return to work.

The leave will not be protected until the required certification is provided.

Verification of Victim Status

When taking leave under this policy for not more than five calendar days for nonmedical reasons, you must provide a signed statement indicating that you or your minor child are a victim of domestic or sexual violence and that the leave is for a purpose permitted by this policy.

When taking leave under this policy for more than five calendar days for nonmedical reasons, you must provide documentation verifying that you or your minor child are a victim of domestic or sexual violence and that the leave is for a purpose permitted by this policy. Such documentation may include:

- A signed written statement from a person listed below from whom you or your minor child has sought assistance in relation to the domestic or sexual violence:
 - An employee, agent, or volunteer of a victim services organization.
 - Your attorney or advocate.
 - Your minor child's attorney or advocate.
 - A medical or other health care professional.
 - A member of the clergy.
- A police or court record supporting the occurrence of the domestic or sexual violence.

Compensation

Leave under this policy is unpaid. You must exhaust available, accrued paid or unpaid leave that may be used for the purposes addressed in this policy. You are entitled to no more than 30 days of leave under this policy when combined with other available leave.

Reinstatement

Upon return from leave, you will be reinstated to your original position or a position of comparable status and pay without loss of accumulated service credits and privileges.

Confidentiality

The Company will treat information provided under this policy as confidential and will not disclose such information unless agreed to in writing by you or required by law.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Temporary Disability Insurance

If you are unable to work due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for temporary disability insurance (TDI) benefits.

The cost of your TDI coverage is shared between you and the Company through payroll deductions.

You must file a claim for benefits within 90 days of becoming disabled. If you file a claim after 90 days, you may lose part of your benefits unless good cause for the delayed filing can be shown. If you file a claim 26 or more weeks after your disability, you will not be entitled to any benefits.

To file a claim for benefits or for additional information go to the Hawaii Department of Labor, Disability Compensation Division website (<http://labor.hawaii.gov/dcd>/<http://labor.hawaii.gov/dcd/>).

Illinois Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. The Illinois Human Rights Act states that employees have the right to be free from unlawful discrimination and sexual harassment. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of an individual's actual or perceived age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, order of protection status, citizenship status, employment status, arrest and conviction information, credit history, crime victim status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

In addition, if you have a disability or are pregnant, recovering from childbirth, or have a medical or common condition related to pregnancy that affects your ability to perform your job, you have the right to request one or more reasonable accommodations. A **reasonable accommodation** means a modification to access to the work site or an adjustment to the work process or work schedule that would enable you to perform your job despite your disability or condition.

The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's actual or perceived age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, order of protection status, citizenship status, employment status, arrest and conviction information, credit history, crime victim status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, non-employees including contractors and consultants, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or

implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. An individual's work environment is not limited to the physical location where an individual is assigned to perform work duties.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Harassment is any unwelcome conduct on the basis of an individual's actual or perceived age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, order of protection status, citizenship status, employment status, arrest and conviction information, credit history, crime victim status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws, that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. An individual's work environment is not limited to the physical location where an individual is assigned to perform work duties.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Resolution Outside Company

The purpose of this policy is to establish prompt, thorough, and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, you have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days. In addition, an appeal process is available through the Illinois Human Rights Commission (IHRC), after the IDHR has completed its investigation of the complaint.

Administrative Contacts for Complaints

Illinois Department of Human Rights (IDHR)

Chicago Office:

James R. Thompson Center
100 W Randolph Street, Suite 10-100
Chicago, IL 60601
312-814-6200
TTY: 866-740-3953
Fax: 312-814-6251

Springfield Office:

535 Jefferson Street, 1st Floor
Springfield, IL 62702
217-785-5100
TTY: 866-740-3953
Fax: 217-785-5106

Illinois Human Rights Commission (IHRC)

Chicago Office:

James R. Thompson Center
100 W Randolph Street, Suite 5-100
Chicago, IL 60601
312-814-6269
TDD: 312-814-4760
Fax: 312-814-6517

Springfield Office:

1000 E Converse, Suite 1232N
Springfield, IL 62702
217-785-4350
TDD: 217-557-1500
Fax: 217-524-4877

United States Equal Employment Opportunity Commission (EEOC)

Chicago District Office:

John C. Kluczynski Federal Building
230 S Dearborn Street
Chicago, IL 60604

Filing of Private Sector Charges: Suite 1866
800-669-4000
TTY: 800-869-8001
Fax: 312-588-1260

Benefits

Blood Donation Leave

Upon request, Access Healthcare LLC will provide eligible employees with up to one hour of paid leave to donate, or attempt to donate, blood every 56 days in accordance with appropriate medical standards established by the American Red Cross, America's Blood Centers, the American Association of Blood Banks, or other nationally recognized standards.

Full-time employees who have been employed by the Company for six months or longer and have obtained Company approval for the time off are eligible for blood donation leave.

When requesting time off for this purpose, submit medical documentation of the appointment to donate blood to your Supervisor prior to the appointment. This documentation may consist of a written statement from the blood bank indicating that you have an appointment. The Company may request that you provide a written statement from the blood bank confirming that you kept the appointment.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Child Bereavement Leave

In accordance with the Illinois Child Bereavement Leave Act, Access Healthcare LLC will provide eligible employees up to two weeks (10 working days) of unpaid bereavement leave or, in the event of the death of more than one child in a 12-month period, up to a total of six weeks of unpaid bereavement leave during the 12-month period to:

- Attend the funeral (or alternative service) of a child;
- Make arrangements necessitated by the death of the child; or
- Grieve the death of the child.

Child means your son or daughter who is a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom you are standing in loco parentis.

Eligibility

To be eligible for bereavement leave, you must:

- Have been employed with the Company for at least 12 months;
- Have worked for the Company at least 1,250 hours (including paid time off) during the 12-month period immediately preceding the leave; and
- Be employed at a worksite that has at least 50 employees within 75 miles.

Use of Leave

Bereavement leave must be completed within 60 days after the date on which you receive notice of your child's death.

Where applicable, you may substitute any available paid leave for leave taken under this policy.

This leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave, including paid leave, as permitted by state and federal law.

This policy does not create any right to take unpaid leave in excess of the unpaid leave time allowed under, or in addition to, the unpaid leave time permitted by the federal Family and Medical Leave Act.

Notice

You must provide the Company with at least 48 hours' advance notice of your need for or intent to take bereavement leave, unless such notice is not reasonable or practicable.

You may be required to provide reasonable documentation of your need for leave. This may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Domestic/Sexual Violence Leave

In accordance with the Illinois Victims' Economic Security and Safety Act (VESSA), Access Healthcare LLC offers eligible employees unpaid domestic or sexual violence leave (domestic violence leave) for a qualifying reason, with a guarantee of restoration to the same or an equivalent position on return from leave.

Eligibility

You are eligible for leave if you are the victim of domestic or sexual violence or have a family or household member who is the victim of domestic or sexual violence.

Qualifying Reasons for Leave

Domestic violence leave is available to:

- Seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence against you or your family or household member.
- Obtain victim services for you or your family or household member.
- Obtain psychological or other counseling for you or your family or household member.
- Participate in safety planning, including temporary or permanent relocation or other actions to increase your or your household or family member's safety from future domestic or sexual violence.
- Seek legal assistance to ensure the health and safety of you or your household or family member, including participating in court proceedings related to the violence.

Duration of Leave

If eligible, you may take up to 12 weeks of unpaid domestic violence leave within any 12-month period. Leave is based on a rolling 12-month period, looking back from the date the leave would begin. Leave under this policy may be taken intermittently or on a reduced schedule basis.

Notice and Certification

To obtain leave under this policy, you must provide the Company with at least 48 hours' notice, except in emergency situations or where such notice is not otherwise practical. In all cases, either before or after you take leave under this policy, the Company will require you to submit a sworn certification that your absence is for one of the qualifying reasons listed above and that you or a family or household member is a victim of domestic or sexual violence. The Company may also require you to submit the following supplemental information:

- Documents from a victim's services organization, member of the clergy, or medical professional from whom you or your family or household member sought assistance.

- A police report or court record.
- Other corroborating evidence.

All information and documentation you provide in connection with your request for leave under this policy, including the fact that you requested and/or obtained leave, will be held in the strictest confidence — except to the extent you request or consent to any disclosure in writing, or as otherwise required by law. Further, the Company specifically prohibits any discrimination, harassment, or retaliation against employees who request or take leave under this policy in good faith.

Terms of Leave

Domestic violence leave is unpaid leave. However, you may substitute accrued and unused paid time off for the unpaid leave. Likewise, domestic violence leave runs concurrently with any leave available under the federal Family and Medical Leave Act (FMLA).

During leave, you must provide periodic reports (at least every 30 days) about your status and any change in your plans to return to work.

Maintenance of Benefits

During an approved domestic violence leave, the Company will maintain your health benefits as if you continue to be actively employed. If you choose not to return to work at the end of the leave period, you must reimburse the Company for the cost of any health benefit premiums paid to maintain your coverage during the leave, unless you cannot return to work because of continuation, re-occurrence, or onset of domestic or sexual violence or other circumstances beyond your control.

Family Military Leave

Access Healthcare LLC will provide eligible employees who are the spouse, parent, child, or grandparent of a person called to military service with up to 30 days of unpaid military family leave during the time federal or state deployment orders are in effect.

Eligibility

To be eligible for leave, you must:

- Have been employed by the Company for at least 12 months;
- Have worked for the Company for at least 1,250 hours during the 12-month period immediately preceding the leave; and
- Be the spouse, parent, child, or grandparent of a person called to military service lasting longer than 30 days with the state or the United States pursuant to orders of the Governor or the President.

Notice and Certification

If you are taking family military leave for five or more consecutive workdays, you must provide at least 14 days' advance notice of the intended date to take leave. If possible, consult with your Supervisor to schedule leave so as not to unduly disrupt Company operations.

When taking family military leave for less than five consecutive days, provide advance notice as is practicable.

The Company may require verification of your eligibility for leave from the proper military authority.

Continuation of Benefits

During family military leave, you may continue any benefits, if applicable, at your own expense. No loss of seniority status will occur as a result of leave taken under this policy, nor will leave result in the loss of any benefits accrued prior to the leave.

Conditions of Leave

Where applicable, time off under this policy will run concurrently with time off under the federal Family and Medical Leave Act.

Reinstatement

Upon return from leave, you will be restored to your prior position or to a position with equivalent seniority status, benefits, pay, and other terms and conditions of employment.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Sick Leave - Chicago

The Company provides eligible employees with sick leave pursuant to the Chicago Minimum Wage and Paid Sick Leave Ordinance (the Ordinance). The guidelines in this policy do not supersede federal, state or local laws regarding leaves of absence, including but not limited to leave taken under the Family and Medical Leave Act (FMLA), Illinois Employee Sick Leave Act, leave taken as a reasonable accommodation under the Americans with Disabilities Act (ADA) or the Illinois Human Rights Act (IHRA), or any other applicable federal, state or local law, including those prohibiting discrimination and harassment.

Eligible Employees

All employees, whether full-time, part-time or temporary, who work at least two hours within any two week period in the City of Chicago are covered under this policy. Employees who work 80 hours in any 120-day period are eligible to use paid sick leave.

Accrual and Use of Sick Leave

Covered employees begin accruing paid sick leave their first calendar day after the start of their employment, whichever is later. Employees accrue one hour of paid sick leave for every 40 hours worked within the City of Chicago, up to a maximum of 40 hours in a 12-month accrual period. This 12-month accrual period begins on the date the employee starts accruing paid sick leave.

Employees accrue paid sick leave in one-hour increments and may not accrue in any fraction of an hour. Employees will not accrue paid sick leave during any paid or unpaid leave of absence.

Exempt employees who receive a salary accrue one hour of paid sick leave for each week of employment unless the employee's salaried position is for an amount different from 40 hours per week, in which case the employee will accrue one hour of paid sick leave for every 40 hours worked.

Eligible employees may not use accrued paid sick leave until the 180th calendar day following the start of employment. Thereafter, employees may use the leave as it accrues. Employees may use a maximum of 40 hours of accrued paid sick leave during each 12-month accrual period.

FMLA-eligible employees may use a maximum of 60 hours of accrued paid sick leave during each 12-month period. This includes 40 hours of accrued but unused paid sick leave for FMLA-eligible purposes only ("FMLA-Restricted Paid Sick Leave") and 20 hours of regular paid sick leave.]

Employees are not required to seek or find an employee to cover their work when they take paid sick leave.

Employees will not accrue paid sick leave during an unpaid leave of absence or while using paid leave.

Reasons Sick Leave May Be Used

Paid sick leave may be used for the following reasons:

- The employee or the employee's family member is ill, injured or receiving medical care, treatment, diagnosis or preventative medical care;

- The employee or the employee's family member is the victim of domestic violence or a sex offense; and
- A public official closes the employee's place of business because of a public health emergency, or the employee needs to care for a child after a public official has closed the child's school or place of care because of a public health emergency.

Eligible family members include the employee's:

- Child (including a biological child, adopted child, stepchild, foster child and child to whom the employee stands *in loco parentis*);
- Legal guardian or ward;
- Spouse;
- Domestic partner;
- Parent (including a biological parent, adoptive parent, foster parent, stepparent, legal guardian of the employee, a person who stood *in loco parentis* when the employee was a minor child, and spouse or domestic partner's parent);
- Co-parent
- Sibling;
- Grandparent;
- Grandchild;
- Godparent;
- Godchild; and
- Any other individual related by blood or whose close association with the employee equates to a family relationship.

Payment of Paid Sick Leave

Paid sick leave will be paid no later than the next regular payroll period beginning after the paid sick leave was used by the employee.

Requesting Sick Leave/Documentation

When the need for paid sick leave is reasonably foreseeable, employees must provide up to seven days' notice of the need for sick leave. Reasonably foreseeable absences include but are not limited to prescheduled appointments with health care providers for the employee or a family member and court dates in domestic violence cases. To provide notice of the need to use sick leave, employees should contact Human Resources.

If the need for paid sick leave is unforeseeable, employees must provide notice as soon as practicable on the day the employee intends to take the paid sick leave. Employees may provide notification of their need for unforeseeable leave via phone, email or text message. These notice requirements are waived in the event an employee is unable to provide the required notice because they are unconscious or otherwise incapacitated.

If paid sick leave is used for more than three consecutive workdays, the Company may require that the employee provide certification that the paid sick leave was used for a covered purpose. An employee can satisfy this requirement by providing documentation signed by a licensed health care provider. However, for leave related to domestic violence or a sex offense, the employee may provide a copy of any of the following documents:

- Police report;
- Court document;
- Signed statement from an attorney, clergy or victim services advocate;
- The employee's own written statement;
- The written statement of any person with knowledge of the circumstances; or
- Any other evidence that supports the employee's reason for taking paid sick leave.

Carryover

Accrued but unused paid sick leave may be carried over from year to year. At the end of the employee's 12-month accrual period, the employee may carry over half of his or her accrued but unused paid sick leave, up to a maximum of 20 hours. If an employee has an odd number of accrued but unused paid sick

leave hours, the number will be rounded up to the next even number for purposes of calculating the number of hours for carryover (e.g., nine hours will be rounded up to ten hours, so the employee may carry over five hours of accrued but unused paid sick leave into the next 12-month accrual period).

Additionally, FMLA-eligible employees may carry over up to 40 hours of accrued but unused paid sick leave for FMLA-Restricted Paid Sick Leave. These hours will not be divided in half. However, under no circumstances will the employee be permitted to carry over more than 40 hours of FMLA-Restricted Paid Sick Leave or more than 20 hours of regular paid sick leave into the following 12-month accrual period. Employees may use no more than 60 total hours of combined regular paid sick leave and FMLA-Restricted Paid Sick Leave per 12-month period.

Separation From Employment and Rehire

Compensation for accrued and unused paid sick time is not provided upon separation from employment for any reason.

If an employee is separated from employment with the Company but rehired at a later date, the Company has sole discretion in determining whether previously accrued but unused paid sick leave will be available for the employee's use.

Confidentiality

The Company will keep confidential any medical documentation regarding leave use, in accordance with federal, state and local law.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact Human Resources representative for information about other federal, state and municipal medical, domestic violence or family leave rights.

No Discrimination or Retaliation

The Company will not retaliate or discriminate against any employee for exercising, or attempting in good faith to exercise, his or her rights under this Ordinance, including but not limited to, disclosing, reporting or testifying about any violation of this Ordinance or its regulations.

Paid Sick Leave – Cook County

The Company provides eligible employees with sick leave pursuant to the Cook County Earned Sick Leave Ordinance (the "Ordinance"). The guidelines in this policy do not supersede federal, state or local laws regarding leaves of absence, including but not limited to leave taken under the Family and Medical Leave Act (FMLA), leave taken under the Illinois Victims' Economic Security and Safety Act, leave taken as a reasonable accommodation under the Americans with Disabilities Act (ADA) or the Illinois Human Rights Act (IHRA), or any other applicable federal, state or local law, including those prohibiting discrimination and harassment.

Eligible Employees

All employees, whether full-time, part-time or temporary, who, in any particular two-week period, perform at least two hours of work for the Company while physically present within the geographic boundaries of Cook County are entitled to paid sick leave under this policy.

Employees are not eligible to use accrued paid sick leave until they work at least 80 hours for the Company, regardless of location, in any 120-day period after the employee's start of employment.

Accrual and Use of Sick Leave

Eligible employees begin accruing paid sick leave on July 1, 2017, or the first calendar day after the start of their employment, whichever is later. Employees who were already working for the Company outside of

Cook County on July 1, 2017, begin accruing paid sick leave on the date on which the employee works for the Company for two hours in Cook County in any particular two-week period.

Employees accrue one hour of paid sick leave for every 40 hours worked within the geographic boundaries of Cook County, up to a maximum of 40 hours in a 12-month accrual period. This 12-month accrual period begins on the date the employee starts accruing paid sick leave. Employees will not accrue paid sick leave for work performed outside of the geographic boundaries of Cook County or within the geographic boundaries of a municipality that has lawfully opted out of the Ordinance.

Employees accrue paid sick leave in one-hour increments and may not accrue in any fraction of an hour.

For accrual purposes, exempt employees are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case paid sick leave accrues based upon the employee's normal workweek hours. Nonexempt employees accrue paid sick leave based on all hours worked, including overtime.

Employees may use accrued paid sick leave on the date the employee has worked 80 hours within a 120-day period or on the employee's 180th calendar day after employment begins, whichever is later. Thereafter, employees may use the leave as it accrues. Except as otherwise provided in this policy, employees may use no more than 40 hours of accrued paid sick leave during any 12-month accrual period, without regard to whether the hours were earned in the current 12-month accrual period or carried over from the prior accrual period.

Employees are not required to search for or find a replacement worker as a condition of using paid sick leave. Employees are also not required to use paid sick leave if the employee has been suspended or otherwise placed on leave for disciplinary reasons. Additionally, employees are not required to work an alternate shift to make up for any paid sick leave use.

Reasons Paid Sick Leave May Be Used

Paid sick leave may be used for the following reasons:

- The employee or the employee's family member is ill or injured; is receiving medical care, medical treatment, medical diagnosis or preventative medical care; or needs to recuperate;
- The employee or the employee's family member is the victim of domestic violence, sexual violence or stalking; or
- A public official closes the employee's place of business because of a public health emergency, or the employee needs to care for a child after a public official has closed the child's school or place of care because of a public health emergency.

For purposes of this policy, "family member" includes the employee's:

- Child (including a biological child, adopted child, stepchild, foster child and child to whom the employee stands in *loco parentis*);
- Legal guardian or ward;
- Spouse;
- Domestic partner (including a party to a civil union);
- Parent (including a biological parent, adoptive parent, foster parent, stepparent, person who stood in *loco parentis* when the employee was a minor child and spouse or domestic partner's parent);
- Sibling;
- Grandparent;
- Grandchild; and
- Any other individual related by blood or whose close association with the employee equates to a family relationship.

Additionally, if an employee is eligible for leave under the federal Family and Medical Leave Act ("FMLA"), paid sick leave may be used for any reason that an employee can take job-protected leave pursuant to the FMLA. An employee's use of paid sick leave for FMLA purposes runs concurrently with the employee's use of leave under the FMLA.

Rate of Pay for Paid Sick Leave

Paid sick leave is paid based on the employee's normal hourly rate. If the employee uses paid sick leave during hours that would have been designated as overtime, the Company will not pay the employee the overtime rate of pay.

Paid sick leave will be paid no later than the next regular payroll period beginning after the paid sick leave was used by the employee.

Requesting Sick Leave/Documentation

When the need for paid sick leave is reasonably foreseeable, employees must provide up to seven days' notice of the need for sick leave. A reasonably foreseeable absence includes, but is not limited to, any non-emergency, prescheduled appointment with a health care provider for the employee or the employee's family member and any non-emergency, prescheduled court date in a case related to domestic violence, sexual violence or stalking of an employee or the employee's family member. To provide notice of the need to use sick leave, employees should contact Human Resources.

If the need for paid sick leave is unforeseeable, employees must provide notice as soon as practicable on the day the employee intends to take the paid sick leave. Employees may provide notification of their need for unforeseeable leave via phone, e-mail or text message, and the Company will accept notice from any other person providing such notice on the employee's behalf.

These notice requirements are waived in the event an employee is unable to provide the required notice because they are unconscious or otherwise incapacitated.

If paid sick leave is used for more than three consecutive workdays, the Company may require that the employee provide certification that the leave was used for a covered purpose. An employee can satisfy this requirement by providing documentation signed by a licensed health care provider. However, if the need for leave is due to domestic violence or a sex offense, the employee can meet the certification requirement by providing a copy of any of the following documents:

- Police report;
- Court document;
- Signed statement from an attorney, a clergy member or a victim services advocate;
- The employee's own sworn declaration;
- The sworn declaration of any person with knowledge of the circumstances; or
- Any other evidence that supports the employee's reason for taking paid sick leave.

The Company does not require any documentation to reveal the nature of any illness or injury or to describe the details of any domestic violence, sexual assault or stalking.

The Company will not delay the use of paid sick leave or payment of wages due during a paid sick leave absence on the basis that the Company has not yet received the required documentation outlined above. However, the employee may be subject to discipline, including termination, for failure to provide the necessary documentation where the Company has given the employee a reasonable period of time to produce the requested documentation.

Carryover

Accrued but unused paid sick leave may be carried over from year to year. At the end of the employee's 12-month accrual period, the employee may carry over half of his or her accrued but unused paid sick leave, up to a maximum of 20 hours, into the following 12-month accrual period to be used for paid sick leave purposes only ("Ordinance-Restricted Paid Sick Leave").

Additionally, if an employee is eligible for FMLA leave, the employee may carry over up to 40 hours of any remaining accrued but unused paid sick leave to be used for FMLA-eligible purposes only ("FMLA-Restricted Paid Sick Leave"). These hours will not be divided in half. However, under no circumstances will the employee be permitted to carry over more than 40 hours of FMLA-Restricted Paid Sick Leave or more than 20 hours of Ordinance-Restricted Paid Sick Leave into the following 12-month accrual period. If the employee carries over the maximum allowable 40 hours of FMLA-Restricted Paid Sick Leave from the previous 12-month accrual period and then uses all 40 of these hours during the current 12-month accrual

period, the Company will allow the employee to use up to an additional 20 hours of Ordinance-Restricted Paid Sick Leave during the current 12-month accrual period (for a total maximum of 60 hours of paid sick leave used during the accrual period).

In addition, if it is clear that the employee is ineligible to take FMLA leave at any time during the accrual period to which accrued but unused paid sick leave is being carried over (e.g., the employee works too few hours to qualify for FMLA leave), the employee will not be allowed to carry over any FMLA-Restricted Paid Sick Leave from the employee's current 12-month accrual period to the next 12-month accrual period].

Employees are allowed to carry over unused paid sick leave only in hourly increments (not fractional). If the employee's amount of carryover hours results in a fraction, it will be rounded up to the next whole number (e.g., 4.5 hours of carryover will round up to five hours).

Paid sick leave will not be paid out in lieu of use or carryover.

Separation From Employment and Rehire

Compensation for accrued and unused paid sick leave is not provided upon separation from employment for any reason.

If an employee is rehired more than 120 days after separation, the Company will not restore any unused sick leave the employee may have had at separation. The employee must re-establish coverage and eligibility.

An employee rehired within 120 days after separation is considered to have continued their employment with the Company for purposes of determining whether they are a covered employee, whether they are eligible to use paid sick leave and whether they have met the Company's 180-day waiting period.

Confidentiality

The Company will keep confidential any medical documentation regarding leave use, in accordance with federal, state and local law.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, *provided* eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact Human Resources for information about other federal, state and municipal medical, domestic violence or family leave rights.

While the Company will not forbid or require an employee to take paid sick leave, the Company may require an employee to use accrued paid sick leave when the employee can do so instead of taking an unpaid absence from work.

No Discrimination or Retaliation

The Company will not retaliate or discriminate against any employee for exercising his or her rights under the Ordinance or for participating as a party or witness in a case alleging a violation of the Ordinance that is or was pending before the Cook County Commission on Human Rights.

Iowa Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, religion, creed, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, color, national origin, ancestry, religion, creed, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;

- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race, color, national origin, ancestry, religion, creed, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Benefits

Court Attendance and Witness Leave

Access Healthcare LLC realizes that, on occasion, employees may serve as a witness in a criminal proceeding or as a plaintiff, defendant, or witness in a civil proceeding. In such cases, you will be provided unpaid leave to attend. Notify your Supervisor as soon as possible to make scheduling arrangements.

The Company reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Kentucky Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, AIDS/HIV status, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, status as a smoker or nonsmoker, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, AIDS/HIV status, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, status as a smoker or nonsmoker, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;

- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, AIDS/HIV status, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, status as a smoker or nonsmoker, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times Access Healthcare LLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays and sick leave do not count as time worked for computing overtime.

Benefits

Adoption Leave

Upon written request, Access Healthcare LLC will grant reasonable personal leave of up to six weeks upon your adoption of a child under the age of seven.

Leave under this policy is unpaid. Where they overlap, leave taken under this policy will run concurrently with leave taken under the federal Family and Medical Leave Act (FMLA).

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Court Attendance Leave

Access Healthcare LLC will permit employees to take time off work for a required appearance in court or an administrative tribunal or hearing, provided advance notice of the need for leave is given.

For leave under this policy, notify your Supervisor and provide a copy of the court or administrative certificate regarding your required appearance.

Time off under this policy will be without pay; however, exempt employees will not incur any reduction in pay for a partial week's absence for leave to appear as a witness.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

New Jersey Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race (including traits historically associated with race, which include, but are not limited to, hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, nationality, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, civil union status, domestic partnership status, atypical hereditary cellular or blood trait, American flag display, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

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Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

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- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race (including traits historically associated with race, which include, but are not limited to, hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, nationality, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, civil union status, domestic partnership status, atypical hereditary cellular or blood trait, American flag display, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Benefits

Family Leave Insurance

New Jersey's Family Leave Insurance (FLI) program provides eligible employees with up to 12 weeks (or up to 56 days for intermittent leave) of partial wage replacement benefits in a 12-month period during periods of unemployment for time taken:

- To care for or bond with a newborn child during the first 12 months after the child's birth. You, your domestic partner, or your civil union partner must be the baby's biological parent, or you must be the parent of the child pursuant to a valid gestational carrier agreement.
- To care for or bond with an adopted child or a child placed into foster care with you during the first 12 months after the child's placement.
- To care for a family member with a serious health condition.
- To care for a victim of domestic violence or a sexually violent offence or for a victim's family member.
- Where a state of emergency is declared by the Governor or is considered necessary by the Commissioner of Health or other public health authority, due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
 - Requires in-home care or treatment of your child due to the closure of the school or place of care, by order of a public official due to the epidemic, or other public health emergency;
 - Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by the epidemic or exposure because the presence of a family member for whom you provide care would jeopardize the health of others in the community; or
 - Results in the recommendation of a health care provider or public health authority that a family member for whom you provide care voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community would jeopardize the health of others.

As used in this policy:

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Family member means your child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, civil union partner, and any other person related by blood to you or with whom you have a close association that is the equivalent of a family relationship.

- **Child** means your biological, adopted, foster, or step child; your legal ward; or a child of your domestic partner or civil union partner. A child gained by way of a valid written contract between the parent and a surrogate (gestational carrier) is included in this definition.

To be eligible for FLI coverage you must have worked for 20 or more calendar weeks in covered New Jersey employment and meet the minimum wage requirements of the state plan.

FLI provides a monetary benefit and is financed by worker payroll deductions. The FLI program does not offer a leave entitlement, and employees taking FLI-covered leave are not guaranteed job restoration under the FLI program. You may use any paid sick leave or other leave made available by Access Healthcare LLC before using FLI.

FLI benefits may run concurrently with leave taken under the federal Family and Medical Leave Act or the New Jersey Family Leave Act where applicable.

To claim FLI benefits for leave taken to bond with a newborn or newly adopted or fostered child on a single continuous, non-intermittent basis, you must provide your Supervisor with at least 30 days' notice prior to beginning the family leave. Failure to provide this notice may result in a 14-day reduction in your maximum FLI benefits entitlement for the 12-month period, unless the need for leave time is unforeseeable or

changes for unforeseeable reasons.

To claim FLI benefits for leave taken to bond with a newborn or newly adopted or fostered child on an intermittent basis, provide your Supervisor with at least 15 days' notice prior to beginning the intermittent family leave, unless the need for leave is due to an emergency or other unforeseen circumstance. You must make reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the Company and, if possible, provide your Supervisor, prior to the commencement of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

To claim FLI benefits for leave taken to care for a family member with a serious health condition on a continuous, non-intermittent basis, provide the Company with a reasonable amount of prior notice, unless the need for leave is due to an emergency or other unforeseen circumstance.

To claim FLI benefits for leave taken to care for a family member with a serious health condition on an intermittent basis, provide the Company with at least 15 days' notice prior to beginning the intermittent family leave, unless the need for leave is due to an emergency or other unforeseen circumstance.

The Company will not discriminate or retaliate against employees for requesting or obtaining FLI benefits.

You are responsible for filing your claim for benefits with the New Jersey Department of Labor. Eligibility for benefits and the maximum weekly benefit are determined by the state of New Jersey. For information about FLI benefits, including eligibility requirements or to file a claim, visit the New Jersey Department of Labor and Workforce Development website (<http://www.nj.gov/labor/>).

Family Leave Policy

Access Healthcare LLC provides leave in accordance with the New Jersey Family Leave Act (NJFLA), which provides eligible employees with unpaid, job-protected leave under certain circumstances.

Eligibility

To qualify for NJFLA leave, you must have:

- Worked for the Company for at least 12 months; and
- Worked at least 1,000 hours during the immediately preceding 12 months.

Leave Entitlement

Eligible employees may take up to 12 weeks of unpaid NJFLA leave in a 24-month period. The 24-month period is measured rolling backward from the date leave is used, and leave may be used for any of the following reasons:

- The birth of a child and in order to care for such child (leave must be completed within one year of the child's birth).
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement).
- To care for a family member with a serious health condition.
- Where a state of emergency is declared by the Governor or is considered necessary by the Commissioner of Health or other public health authority, due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
 - Requires in-home care or treatment of your child due to the closure of the school or place of care, by order of a public official due to the epidemic, or other public health emergency;
 - Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by the epidemic or exposure because the presence of a family member for whom you provide care would jeopardize the health of others in the community; or

- Results in the recommendation of a health care provider or public health authority that a family member for whom you provide care voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community would jeopardize the health of others.

Child means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

Family member means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to you, and any other individual that has a close association with you, which is the equivalent of a family relationship.

Parent means a person who is the biological parent, adoptive parent, foster parent, resource family parent, stepparent, parent-in-law, or legal guardian who has a "parent-child relationship" with a child as defined by law, or has sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

Serious health condition means an illness, injury, impairment, or physical or mental condition requiring:

- Inpatient care in a hospital, hospice, or residential medical care facility; or
- Continuing medical treatment or continuing supervision by a health care provider.

Leave taken because of the birth or placement for adoption of a child may begin at any time within a year after the date of the birth, or placement for foster care or adoption.

Intermittent or Reduced Schedule Leave

You may take NJFLA leave:

- As a single block of time.
- By reducing your normal weekly work schedule for no more than 12 consecutive months for any one period of leave.
- Intermittently in increments lasting at least one week, but less than 12 weeks in a consecutive 12-month period, when medically necessary.

You must make a reasonable effort to schedule leave so as not to unduly disrupt business operations.

Where intermittent leave is taken, you may be required to transfer to an alternative position having the equivalent pay and benefits and which better accommodates recurring periods of leave.

Interaction with Other Laws

If you are eligible for leave under both the federal Family and Medical Leave Act (FMLA) and the NJFLA, your leaves under both will run concurrently.

Layoffs

If you have been laid off due to a state of emergency since October 22, 2012, you may receive credit (as if you had worked) for up to 90 calendar days toward the 12-month base period for purposes of calculating eligibility for leave.

Outside Employment

During your leave you may not perform services on a full-time basis for any person you did not provide those services to immediately prior to starting your leave.

Notice of Leave

If your need for NJFLA leave is for the birth or adoption of a child, you must give the Company at least 30 days' prior written notice if reasonably foreseeable. If the need for leave is due to a covered serious health condition, you must provide at least 15 days' prior written notice. If the need for leave is unforeseeable, you must provide notice as soon as practicable. Failure to provide such notice may delay your leave.

Key Employees

Key employees may be denied NJFLA leave if the leave would cause "substantial and grievous economic injury" to Company operations. Key employees are defined as the highest-paid 5 percent of salaried employees in an organization, or as one of the seven highest-paid employees, whichever is greater.

This does not apply when the family leave is due to:

- A health care provider, the Commissioner of Health, or other authorized public official has ordered, directed, or recommended that the family member for which you provide care be isolated or quarantined; or
- The closure of a family member's place of care because of a state of emergency declared by the Governor or by order of the Commissioner of Health or other authorized public official during an epidemic of a communicable disease, or a known or suspected exposure to a communicable disease.

Maintenance of Health Benefits

The Company will maintain your group health plan coverage during NJFLA leave on the same terms as if you had continued to work. If applicable, you must arrange to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums paid to maintain health coverage or other benefits for you and your dependents. Use of NJFLA leave will not result in the loss of any employment benefit that accrued prior to the start of the leave.

Return to Work

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

Reinstatement

If you are returning from an authorized NJFLA leave, you will be reinstated to the same or a similar position, unless you are a key employee or unless the Company experiences a layoff during your leave and you would have been laid off if you had not been on leave. Unpaid family leave time is counted toward seniority for layoff purposes.

The Company is not required to permit a return to work prior to the pre-arranged expiration of the NJFLA leave if returns from other leaves are treated the same way, or if such early return will cause undue hardship on the Company.

Substitution of Paid Leave

Consistent with Company policies, you may be required to substitute certain earned paid leave time for unpaid family medical leave.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Retaliation

The Company will not discriminate or retaliate against employees for requesting or taking leave under this policy.

New Jersey SAFE Act Leave

In accordance with the New Jersey Security and Financial Empowerment Act (NJ SAFE Act), Access Healthcare LLC provides up to 20 days of unpaid leave to employees who are victims of domestic violence or sexual assault, or whose family member is a victim.

Eligibility

To be eligible, you must have worked at least 1,000 hours during the immediately preceding 12-month period.

Use of Leave

You may use leave under the NJ SAFE Act for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to you or your family member.
- Obtaining services from a victim services organization for yourself or your family member.
- Obtaining psychological or other counseling for yourself or your family member.
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of yourself or your family member.
- Seeking legal assistance or remedies to ensure your own health and safety or that of your family member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence.
- Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which you or your family member was a victim.

Family member means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to you, and any other individual that has a close association with you, which is the equivalent of a family relationship.

Child means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

Parent means a person who is the biological parent, adoptive parent, foster parent, resource family parent, stepparent, parent-in-law, or legal guardian who has a "parent-child relationship" with a child as defined by law, or has sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

Usage

You must use leave under the NJ SAFE Act in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day.

You may use any accrued paid sick leave, or any family temporary disability leave benefits during any part of the 20-day period of unpaid leave. The unpaid leave will run concurrently with any paid sick leave, or temporary disability benefits that you elect to use. If you request leave for a reason covered by both the NJ SAFE Act and the Family Leave Act, or the federal Family and Medical Leave Act, the leave will count simultaneously against your entitlement under each respective law.

Notice

Provide reasonable written notice of the need for leave. The Company may require you to provide documentation supporting the need for leave. The Company will treat such documentation as confidential, unless disclosure is voluntarily authorized in writing by you or is authorized by a federal or state law, rule, or regulation.

Retaliation

The Company will not retaliate against employees for requesting or taking leave in accordance with this policy, or refusing to authorize the release of information deemed confidential under the NJ SAFE Act.

Paid Sick Leave

Access Healthcare LLC provides paid sick leave to eligible employees in accordance with New Jersey's Earned Sick Leave Law.

Eligibility

All employees who work in New Jersey are eligible for paid sick leave.

Reasons for Leave

Sick leave may be taken for the following reasons:

1. For the diagnosis, care, treatment of, or recovery from a mental or physical illness, injury, or other adverse health condition, or for your own preventative medical care;
2. To aid or care for a member of your family during diagnosis, care, treatment of, or recovery from the family member's mental or physical illness, injury, or other adverse health condition, or during the family member's preventative medical care;
3. For absences necessary due to circumstances resulting from you or a family member having been a victim of domestic or sexual violence, if the leave allows you to obtain — for yourself or the family member — medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal proceeding related to the domestic or sexual violence;
4. When you are not able to work because of:
 - The closure of your workplace, the closure of your child's school or place of care, by order of a public official or because of a state of emergency declared by the Governor, due to an epidemic or other public health emergency;
 - The declaration of a state emergency by the Governor, or the issuance by a health care provider or the Commissioner of Health or other public health authority of a determination that your or your family member's presence in the community would jeopardize the health of others; or
 - During a state of emergency declared by the Governor or upon the recommendation, direction, or order of a health care provider, the Commissioner of Health, or other authorized public official that you undergo isolation or quarantine, or care for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that you or your family member's presence in the community would jeopardize the health of others.
 - Time needed in connection with your child to attend a school-related conference, meeting, function, or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to your child in connection with his or her health condition or disability.

Family member means:

- Your child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent.
- The spouse, domestic partner, or civil union partner of a parent or grandparent.

- A sibling of your spouse, domestic partner, or civil union partner.
- Any other individual related by blood to you or whose close association with you is the equivalent of a family relationship.

Accrual and Usage

Eligible employees accrue one hour for every 30 hours worked up to a maximum accrual of 40 hours in a leave year. New employees begin accruing sick leave on their first day of employment. For purposes of this policy, the leave year is calendar year. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule. You may begin using sick leave after you have worked for the Company for 120 days.

You may carry over up to 40 hours of unused accrued sick leave to the following leave year; however, you may only use 40 hours of sick leave in any given leave year.

Compensation

You will be compensated for sick leave at your regular rate of pay.

Notice

If the need for leave is foreseeable, you must provide seven days' advance notice and make reasonable efforts to schedule the leave so that it does not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Documentation

If you are absent for three or more consecutive days, you may be requested to provide reasonable documentation showing that the leave is being taken for permitted purposes. **Reasonable documentation** includes:

- For leave taken as described in bullets (1) and (2) above, documentation signed by the health care professional treating you or your family member showing the need for leave and, if possible, the number of days of leave needed.
- For leave taken as described in bullet (3), medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted you or your family member in dealing with the domestic or sexual violence.
- For leave taken as described in bullet (4), a copy of the order of the public official or the determination by the health authority.

Sick leave will run concurrently with the federal Family and Medical Leave Act and/or other leaves where permitted under state and federal law.

Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

Transfers

If you transfer to another division, entity, or location, you are entitled to all previously unused sick leave and may use it as described in this policy.

Reinstatement of Sick Leave upon Rehire

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired in New Jersey within six months.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Temporary Disability Insurance

If you are unable to work for more than seven consecutive days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for temporary disability insurance (TDI) benefits. TDI provides eligible employees with up to 26 weeks of partial wage replacement benefits in a year, as specified under the law.

The cost of your TDI coverage is shared between you and the Company through payroll deductions.

You must file a claim for benefits within 30 days of becoming disabled. If you file a claim more than 30 days after the start of your disability, all or some benefits may be forfeited.

To file a claim for benefits or for additional information the New Jersey Temporary Disability Insurance law go to the New Jersey Department of Labor and Workforce Development website (<http://www.nj.gov/labor/http://www.nj.gov/labor/>).

New Mexico Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;

- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Benefits

Domestic Abuse Victim Leave Policy

If you, or one of your family members, are a victim of domestic abuse, Access Healthcare LLC will provide you with up to 14 days of leave per calendar year, with a maximum of eight hours per day, for the purposes of:

- Obtaining a protection order or similar judicial relief.
- Meeting with law enforcement officials.
- Consulting with attorneys or district attorneys' victim advocates.
- Attending court proceedings.

As used in this policy, **family member** includes your minor child or a person for whom you are the legal guardian.

Time off under this policy is without pay; however, exempt employees will be paid in accordance with applicable law. You may choose to use any accrued sick leave or other available paid time off for leave under this policy. Health coverage and eligibility for other benefits will continue during the leave of absence.

If the need for domestic abuse leave is foreseeable, provide reasonable advance notice to your Supervisor. Where domestic abuse leave is taken in an emergency, you or your representative must provide notice within 24 hours of taking leave. You may be required to provide one of the following verifying the need for domestic abuse leave:

- A police report indicating that you or a family member was a victim of domestic abuse.
- A copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse; however, the document does not constitute a waiver of confidentiality or privilege between you and your advocate or attorney.
- A written statement from you indicating that the domestic abuse leave was taken for the purpose of obtaining an order of protection or other judicial relief from domestic abuse, to meet with law enforcement officials, to consult with attorneys or victim advocates, or to attend court proceedings related to the domestic abuse.
- The written statement of an attorney representing you, a district attorney's victim advocate, a law enforcement official, or a prosecuting attorney that you or your family member appeared or are scheduled to appear in court in connection with an incident of domestic abuse.

Information regarding domestic abuse leave will be kept strictly confidential and will only be disclosed with your consent or as required by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Leave – Bernalillo County

The Company provides paid leave to eligible employees in compliance with the requirements of the Bernalillo County, NM Employee Wellness Act, also known as the Paid Time Off Ordinance ("BCEWA").

Eligibility

Employees (including full-time, part-time, seasonal or temporary non-exempt employees) who work in unincorporated areas of Bernalillo County, NM, and who are employed by the Company for at least 56 hours in a year, are generally eligible to accrue paid leave. The following employees are not eligible for paid leave under this policy:

- Individuals employed in a bona fide executive, administrative or professional capacity;
- Supervisors, forepersons and superintendents;
- Students who are regularly enrolled in primary or secondary school and working after school hours or during school vacations;
- Interns working for academic credit in connection with a course of study at an accredited school, college or university;
- Per diem employees; or
- Employees who have received a certificate from the New Mexico Labor Commission for individuals whose earning or productive capacity is impaired by physical or mental disability or injury or any other disability.

Accrual and Use of Paid Leave

Eligible employees begin to accrue paid leave on October 1, 2020, or upon their first day of employment, whichever is later. Eligible employees accrue paid leave at the rate of one hour of paid leave for every 32 hours worked up to a maximum of 28 hours per calendar year. Exempt employees will be assumed to work no more than 40 hours in a week.

Eligible employees may begin using accrued paid leave on December 30, 2020 or on the 90th calendar day following their date of employment with the Company, whichever occurs later. Eligible employees may use up to 28 hours of paid sick time in a calendar year.

Employees will not be required to find a replacement as a condition of using accrued paid leave.

Requesting Paid Leave

To provide notice of the need to use paid leave, employees or a family member, caretaker or medical professional acting on the employee's behalf should contact their supervisor and specify that they are using paid leave. When possible, the request should include the expected duration of the absence. When the need for leave is foreseeable, such as when an employee has a scheduled medical appointment, employees should provide notice of the need for leave as soon as practicable.

Employees should, if possible, schedule the use of paid leave in a manner that does not unduly disrupt Company operations.

Rate of Pay

Leave is paid at the same hourly rate and with the same benefits, including any health care benefits, an employee normally earns during hours worked.

Leave Carryover

Accrued, unused paid leave may be carried over from year to year, up to a maximum carryover amount of 28 hours per calendar year.

The Company does not offer pay in lieu of actual paid leave.

Confidentiality

The Company will keep confidential the information it obtains related to an employee's reasons for taking paid leave. Such information will not be disclosed except with the permission of the affected employee or as necessary to validate insurance claims or accommodation requests, in a manner consistent with the Americans with Disabilities Act.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees. In certain situations, leave under this policy may run at the same time as leave available under another applicable law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact Human Resources for information about other leave rights.

Separation From Employment

Compensation for accrued and unused paid leave is not provided upon separation from employment for any reason. If an employee is rehired within 12 months after separation, previously unused paid leave hours, up to a maximum of 56 hours, will be reinstated.

Retaliation

The Company will not threaten, retaliate or tolerate retaliation against any employee because the employee uses paid leave in accordance with this policy, alleges (in good faith) a violation of the BCEWA or otherwise exercises their rights under the BCEWA.

New York Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Employment Opportunity Policy

Access Healthcare LLC is committed to complying with all federal, state, and local equal employment laws. To that end, the Company is dedicated to maintaining a work environment that is free from harassment and discrimination on the basis of age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), alienage or citizenship status (unless required by law), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws. The Company is dedicated to the fulfillment of this policy with respect to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), alienage or citizenship status (unless required by law), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

The Company is committed to maintaining a workplace free from sexual harassment, which is unlawful and subjects the Company to liability. The Company prohibits any form of sexual harassment and all employees are required to work in a manner that prevents sexual harassment.

For additional information on sexual harassment, including how to file a claim, see the Sexual Harassment Policy.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age, race, creed, color, national origin (including ancestry), religion,

gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), alienage or citizenship status (unless required by law), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Statement on Reproductive Health Decisions

The Company may not discriminate or retaliate against you based on your own, or your dependent's, reproductive health decision. This includes, but is not limited to, the decision to use or access a particular drug, device, or medical service.

Further, it is unlawful for the Company to:

- Access your personal information regarding your own, or your dependent's, health decisions without your prior informed affirmative written consent; or
- Require you to sign a waiver or other document that attempts to deny you the right to make your own reproductive health decisions.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of harassment or discrimination.

The Company will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, the Company will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped.

Alternative Reporting and Remedies

The Company encourages employees to report incidents of discrimination and harassment internally. However, employees who believe they have been subjected to discrimination or harassment in the workplace, consistent with N.Y. Lab. Law § 203-E, also may seek relief by either:

- Filing a complaint alleging violation of the New York State Human Rights law with the Division of Human Rights, or in the New York State Supreme Court; or

- Filing a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) for violation of federal antidiscrimination laws, including Title VII of the Civil Rights Act of 1964 (Title VII).

To file a complaint, contact the appropriate agency below.

Contact Information

New York Division of Human Rights

One Fordham Plaza, Fourth Floor
Bronx, New York, NY 10458
718-741-8400
www.dhr.ny.gov

Equal Employment Opportunity Commission (EEOC)

800-669-4000
TTY: 800-669-6820
info@eeoc.gov
www.eeoc.gov

Local jurisdictions may have additional protections against discrimination and harassment. For example, workers in New York City may file complaints of discrimination or harassment with the New York City Commission on Human Rights at:

Law Enforcement Bureau

Commission on Human Rights
40 Rector Street, 10th Floor
New York, NY 10006

212-306-7450
www.nyc.gov/html/cchr/html/home/home.shtml

If the discrimination or harassment involves criminal activity, contact local police.

In any civil action alleging a violation of the laws prohibiting sexual harassment and discrimination, a court may order or award:

- Damages including but not limited to back pay, benefits, and reasonable attorneys' fees and costs;
- Injunctive relief;
- Reinstatement; and/or
- Liquidated damages equal to 100 percent of the award for damages.

Any act of retaliation against New York employees for exercising any rights granted under this policy may subject the Company to separate civil penalties. For the purposes of this policy, **retaliation** or **retaliatory personnel action** means discharging, suspending, demoting, or otherwise penalizing employees for:

- Making or threatening to make a complaint to the Company, a coworker, or to a public body, that rights guaranteed under this policy have been violated;
- Causing to be instituted any proceeding under or related to this policy; or
- Providing information to or testifying before any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by the Company.

Sexual Harassment Policy

Introduction

Access Healthcare LLC is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. Sexual harassment is unlawful and subjects the

Company to liability. The Company prohibits any form of sexual harassment and all employees are required to work in a manner that prevents sexual harassment in the workplace. This policy is one component of our commitment to a harassment-free and discrimination-free work environment.

You have the right to a workplace free from sexual harassment and can enforce this right by filing a complaint internally with the Company, with an administrative agency, or in a federal, state, or local court (if applicable).

Policy

- **Application.** This policy applies to all employees, applicants for employment, interns (paid or unpaid), and "non-employees," regardless of immigration status. A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services pursuant to a contract with the Company. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services pursuant to a contract with the employer.
- **Sexual Harassment Prohibited.** Sexual harassment is prohibited. Sexual harassment is a form of misconduct and will not be tolerated. All employees or other individuals covered under this policy who engage in sexual harassment will be subject to disciplinary action up to and including termination.
- **Retaliation Prohibited.** The Company will not take an adverse employment action against any person covered by this policy who in good faith reports an incident of sexual harassment, provides information about an incident of sexual harassment, or otherwise assists in an investigation of a sexual harassment complaint. The Company will not tolerate retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Anyone who retaliates against another individual involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, interns, or non-employees in the workplace who believe they have been subjected to such retaliation should inform their Supervisor or Human Resources. All employees, paid or unpaid interns, or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below.
- **Liability for Sexual Harassment.** Sexual harassment is offensive, is a violation of Company policy, is unlawful, and subjects the Company to liability to victims of sexual harassment. Sexual harassers may also be individually subject to liability. Any individual, including management, who engages in sexual harassment or who allows such behavior to continue, will be penalized for such misconduct.
- **Investigation of Sexual Harassment Claims.** The Company will conduct a timely investigation when management receives a complaint about possible sexual harassment or otherwise knows of possible sexual harassment occurring. The Company will keep the investigation confidential to the extent possible. The Company will take corrective action when sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any investigation of sexual harassment.
- **Reporting Sexual Harassment.** All employees and any other individuals covered by this policy are encouraged to report any behavior or conduct that violates the Company sexual harassment policy. A complaint form is provided below.
- **Reporting for Managers and Supervisors.** Managers and supervisors are required to report any sexual harassment complaint that they receive and any sexual harassment that they observe to Human Resources.

Definition of Sexual Harassment

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

Sexual harassment includes unwelcome conduct that is either of a sexual nature or that is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation, or physical violence that are of a sexual nature. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone that are offensive or objectionable to the recipient, that cause the recipient discomfort or humiliation, or that interfere with the recipient's job performance.

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer-sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises or not during work hours.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment, or any other terms, conditions, or privileges of employment. This is called "quid pro quo" harassment.

Sexual harassment can occur between any individuals, regardless of their sex or gender.

Although it is not possible to identify every act that constitutes sexual harassment, the following are some examples:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, grabbing, brushing against another employee's body or poking another employees' body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults.
- Unwanted sexual advances, requests, or propositions, such as:
 - Requests for dates after being informed that interest is unwelcome;
 - Offers of employment benefits such as promotions, favorable evaluations, favorable duties, or shifts in exchange for sexual favors;
 - Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion, or other job benefits or detriments; or
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality, sexual experience, sexual behavior, or physical appearance, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should look or act.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying emails, pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic (this includes sexual displays on workplace computers or cell phones and sharing these displays while in the workplace).
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and the status of being transgender, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work; or
 - Bullying, yelling, or name-calling.

Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (for example, threats of physical violence outside of work hours).

The Company prohibits retaliation against an employee who engages in "protected activity," which occurs when an employee has:

- Filed a formal complaint of sexual harassment either internally with the Company or externally with an administrative agency or a court of law;
- Testified or assisted in an administrative or court proceeding involving sexual harassment;
- Opposed sexual harassment by making a verbal or informal complaint to management or by informing a supervisor or manager of harassment;
- Complained that another employee has been sexually harassed; or
- Encouraged a fellow employee to report harassment.

The Company anti-retaliation provision is not intended to protect persons making intentionally false charges of sexual harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The Company cannot prevent or remedy sexual harassment unless we know about it. Reports of sexual harassment may be made verbally or in writing. If you believe you have been subjected to sexual harassment, or if you witness or become aware of potential instances of sexual harassment, complete a complaint form (at the end of this policy) and submit it to your Supervisor. If you are reporting sexual harassment on behalf of other employees, use the complaint form in this policy and note you are reporting on another's behalf.

Supervisory Responsibilities

Supervisors and managers who receive a sexual harassment complaint or who observe sexual harassment are required to report that complaint or observation to Human Resources. Supervisors and managers who knowingly allow sexual harassment to occur and fail to report the sexual harassment will be subject to disciplinary action up to and including termination.

Supervisors and managers will also be subject to discipline for engaging in retaliation against anyone who reports sexual harassment.

Investigation of Sexual Harassment Complaints

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner and will be confidential to the extent possible.

An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt and thorough, will commence immediately, and will be completed as quickly as possible. All persons involved, including complainants, witnesses, and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any individual may be required to cooperate as needed in an investigation of suspected sexual harassment. The Company will not tolerate retaliation against employees who file complaints, support another's complaint, or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations will generally include the following steps:

- Upon receipt of complaint, Human Resources will conduct an immediate review of the allegations and take any interim actions (such as instructing the respondent to refrain from communications with the complainant), as appropriate. If the complaint is verbal, you will be encouraged to complete the Complaint Form in writing. If you refuse, the Company may prepare a Complaint Form based on the verbal reporting.

- If documents, emails, or phone records are relevant to the investigation, the Company will take steps to obtain and preserve them.
- The Company will request and review all relevant documents, including all electronic communications.
- The Company will interview all parties involved, including any relevant witnesses.
- The Company will create a written documentation of the investigation (such as a letter, memo, or email) containing the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- The Company will keep the written documentation and associated documents in a secure and confidential location.
- The Company will promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- The Company will inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the Company but also by federal, state, and local law. In addition to our internal process, employees may choose to pursue legal remedies with the administrative agencies listed next.

Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal antidiscrimination laws. Complaints can be filed with the EEOC within 300 days of the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred and will issue a "right to sue" letter permitting you to file a complaint in federal court. Federal courts may award you remedies if discrimination is found to have occurred, including back pay, front pay, and compensatory and punitive damages. The EEOC does not award relief but may take other action including pursuing cases in federal court on behalf of complaining parties.

If you believe you have been discriminated against, file a "charge of discrimination" with the EEOC. The EEOC has an office at 33 Whitehall Street, 5th Floor, New York, NY 10004. You can also contact the EEOC by phone (1-800-669-4000) or email (info@eeoc.gov). The EEOC's website is www.eeoc.gov.

New York State Division of Human Rights (NYSDHR)

The New York State Human Rights Law (NYSHRL) prohibits sexual harassment against employees, interns (paid or unpaid), and "non-employees," a category that includes contractors, subcontractors, vendors, consultants, and any other person who provides services under a contract. You can file a sexual harassment complaint under the NYSHRL with the NYSDHR or in New York State court.

Complaints with the NYSDHR may be filed within one year of the sexual harassment. If you did not file at the NYSDHR, you can sue directly in state court under the NYSHRL within three years of the alleged harassment.

You may not file with the NYSDHR if you have already filed a NYSHRL complaint in state court. If you filed an administrative complaint with the NYSDHR, the NYSDHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Complaining internally to the Company does not extend your time to file with the NYSDHR or in state court. The one year or three years is counted from the date of the most recent sexual harassment incident.

You do not need an attorney to file a complaint with the NYSDHR and there is no cost to file a complaint.

The NYSDHR will investigate your complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are sent to a public hearing before an administrative law judge. If discrimination is found after a hearing, the NYSDHR has the power to award relief. Under the NYSHRL, courts may award back pay, front pay, compensatory damages, a civil monetary penalty, and attorney's fees.

The NYSDHR's main office is at One Fordham Plaza, Fourth Floor, Bronx, NY 10458. You can also contact the NYSDHR by phone (1-888-392-3644) or email (info@dhr.ny.gov). The NYSDHR's website is dhr.ny.gov/complaint. The website has a complaint form that can be downloaded, filled out, notarized, and mailed to the NYSDHR. The website also contains contact information for the NYSDHR's regional offices.

New York City Commission on Human Rights (NYCCHR)

The New York City Human Rights Law (NYCHRL) prohibits sexual harassment against employees in New York City. You can file a complaint of sexual harassment under the NYCHRL with the New York City Commission on Human Rights (NYCCHR) or in New York State court. You must file your complaint with the NYCCHR or in state court within three years of the alleged harassment. Under the NYCHRL, courts may award back pay, front pay, compensatory and punitive damages, and attorney's fees, expert fees, and costs.

The NYCCHR's main office is at 40 Rector Street, 10th Floor, New York, NY 10006. Contact the NYCCHR by phone (718-722-3131), or by website: www.nyc.gov/html/cchr/html/home/home.shtml.

Other Localities

Other localities may have their own laws protecting individuals from sexual harassment. Contact the county, city, or town in which you live to find out if such a law exists. If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Complaint Form for Reporting Sexual Harassment

Access Healthcare LLC

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for employees to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to Human Resources. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy, and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

Complainant Information

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: (Email, Phone, In person)

Supervisor Information

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

Complaint Information

1.

Your complaint of sexual harassment is made against:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: (supervisor; subordinate; co-worker; other)

2.

Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is sexual harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3.

Date(s) sexual harassment occurred:

Is the sexual harassment continuing? (Yes/No)

4.

Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

The last question is optional, but may help facilitate the investigation.

5. Have you previously complained or provided information (verbal or written) about sexual harassment at Access Healthcare LLC? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature:

Date:

Benefits

Accommodations for Victims of Domestic Violence

Access Healthcare LLC will provide reasonable accommodations to employees who are victims of domestic violence who must be absent from work for a reasonable time, unless such accommodation would cause an undue hardship on the Company.

Accommodations include reasonable time off to:

- Seek medical attention for injuries caused by domestic violence, including for a child who is the victim of domestic violence;
- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence;
- Obtain psychological counseling related to an incident or incidents of domestic violence, including for a child who is the victim of domestic violence;
- Participate in safety planning or other action taken to increase safety from future incidents of domestic violence (e.g., temporary or permanent relocation); or
- Obtain legal services, assist in the prosecution of an offense, or appear in court related to an incident of domestic violence.

A **victim of domestic violence** is any person who is older than 16, married, or is a parent accompanied by a minor child in a situation where the individual or minor child is the victim of an act committed by a family or household member in violation of New York penal law. The act must have resulted in actual physical or emotional injury or created a substantial risk of physical or emotional harm to the person or their child.

Notice

You must provide reasonable advance notice of your intention to take time off for the above reasons unless advanced notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you or your child was a victim of domestic violence;
- A court order protecting or separating you or your child from the perpetrator of the domestic violence;
- Other evidence from the court or prosecuting attorney that you appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you or your child underwent counseling or treatment for physical or mental injuries or abuse resulting from the domestic violence.

Confidentiality

The Company will maintain the confidentiality of any information regarding your status as a victim of domestic violence, except as required by federal or state law or as necessary to protect your safety in the workplace.

Compensation

The time off may be charged against any paid time off to which you are entitled. If you have no available paid time off, the time off may be treated as unpaid time.

Retaliation

The Company will not retaliate against a victim of domestic violence for requesting or obtaining reasonable accommodation in accordance with this policy.

Blood and Bone Marrow Donation Leave Policy

Access Healthcare LLC provides those employees who work an average of 20 or more hours per week:

- Up to three hours of unpaid leave in any calendar year to donate blood. You must give reasonable notice of at least three working days of your intent to take leave to give blood. Provide documentation to your Supervisor immediately after such leave is taken.
- Unpaid time off, as determined by your physician, not to exceed 24 hours without Company approval to undergo a medical procedure to donate bone marrow. If you seek leave to donate bone marrow, you must provide verification from a physician setting forth the purpose and length of each leave required.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

COVID-19 Leave Benefits

If you are subject to an individual order of mandatory or precautionary quarantine or isolation issued by New York State, the New York State Department of Health, local board of health, or any other government entity authorized to issue such order due to COVID-19 (Individual Quarantine Order), you may be eligible for paid and/or unpaid leave in addition to paid family leave benefits (PFLB) and disability benefits (DB).

Program Specifics

For the duration of the Individual Quarantine Order, the Company is required to provide you with five days of **paid sick leave**. After those days are used, you may be eligible for compensation for the remainder of the Individual Quarantine Order by applying for PFLB and DB.

Leave will be provided without the loss of any accrued sick leave.

Eligibility

You are not eligible for leave if you are deemed asymptomatic or have not yet been diagnosed with a medical condition and are physically able to work remotely or through other means while under an Individual Quarantine Order.

If you have returned to the United States after non-business-related travel to a country from which the Centers for Disease Control and Prevention (CDC) has issued a level two or three travel health notice, you are not eligible for these benefits if you were provided notice of the travel advisory, were warned that you would not be eligible for such benefits if you elected to travel to such countries, and chose to travel anyway. In addition, you are not eligible for these benefits if, after being warned not to do so, you voluntarily traveled to a state with a positive test rate higher than 10 per 100,000 residents, or higher than a 10 percent test positivity rate, over a seven-day rolling average, and which the commissioner of the Department of Health has designated as meeting these conditions, and the travel was not taken as part of your employment or at the direction of the Company. All employees in this category are entitled to use any accrued leave provided by the Company. If you do not have any accrued leave, you may use unpaid leave for the duration of the quarantine or isolation.

Restoration

Upon return from leave, you will be restored to the same position you held prior to the leave with the same pay and other terms and conditions of your employment.

How to Apply for Benefits

Information on how to apply for DB and/or PFLB when you are under an Individual Quarantine Order is available at <https://paidfamilyleave.ny.gov/if-you-are-quarantined-yourself#how-to-apply>.

Business Closure

If the Company temporarily closes or goes out of business due to COVID-19, you may not be eligible for the above benefits and should immediately apply for unemployment insurance. The unemployment insurance benefits one-week waiting period has been waived. Information on how to file a claim can be obtained at <https://labor.ny.gov/unemploymentassistance.shtm>

Discrimination and Retaliation

The Company will not discriminate or retaliate against employees who take leave in accordance with this policy.

Crime Victim and Witness Leave

Access Healthcare LLC will provide eligible employees with time off from work, without pay, for any of the following reasons:

- To comply with a subpoena to testify in a criminal proceeding (including time off to consult with the district attorney);
- To give a victim impact statement at a pre-sentencing proceeding;
- To give a statement at a sentencing proceeding; or
- To give a statement at a parole board hearing.

You are eligible for time off under this policy if you are:

- The victim of the crime at issue in the proceedings;
- The victim's next of kin;
- The victim's representative if the victim is deceased as a result of the offense;
- A "Good Samaritan"; or
- Pursuing an application or the enforcement of an order of protection as provided under relevant law.

For purpose of this policy:

- **Good Samaritan** means someone who acts in good faith to apprehend a person who has committed a crime in his or her presence, to prevent a crime or an attempted crime from occurring, or to aid a law enforcement officer in effecting an arrest.
- **Victim's representative** means a person who represents or stands in the place of another person, including but not limited to, an agent, attorney, guardian, conservator, executor, heir, or parent of a minor.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must notify your Supervisor as soon as possible and at least one day before taking leave to make scheduling arrangements. The Company reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Disability Benefits

If you are unable to work for more than seven consecutive days due to a non-work-related illness or injury, or pregnancy-related disability, you may be eligible for disability benefits. Disability benefits provide up to 26 weeks of partial wage replacement benefits during any 52-consecutive-week period. Benefits are payable beginning on the eighth consecutive day of disability.

The cost of your disability insurance coverage is shared between you and the Company through payroll deductions.

If you have been disabled for more than seven days, the Company will provide you with a Form DB-271S, *Statement of Rights*, within five days of learning that you are disabled. The *Statement of Rights* provides information on how to file a claim for benefits. You must file a claim within the first 30 days of your disability

or all or part of your claim may be rejected. You must be under the care of a physician, chiropractor, podiatrist, psychologist, dentist, or certified nurse midwife to qualify for disability benefits.

Disability benefits are a wage replacement benefit, not a protected leave benefit. If you are temporarily disabled, you may be eligible for job-protected leave under the federal Family and Medical Leave Act or other state or local law.

To learn more about the New York Disability Benefits law, including eligibility requirements and benefits, or to obtain a claim form (Form DB-450), contact the New York State Workers' Compensation Board (www.wcb.ny.gov).

Military Spouse Leave Policy

Access Healthcare LLC provides up to 10 days of unpaid leave to employees who are the spouse of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of 20 or more hours per week; and
- Be the spouse of a member of the U.S. Armed Forces, National Guard, or Reserves who has been deployed during a period of military conflict to a combat theater or combat zone of operations.

A **period of military conflict** means a period of war declared by the U.S. Congress or a period during which a member of the Reserves is ordered to active duty under federal authority.

If you need to take military spouse leave, notify your Supervisor as soon as reasonably possible. The Company reserves the right to ask for documents supporting the need for leave.

You may elect to use any available paid time off for which you are eligible under Company policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

The Company will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

Paid Family Leave

New York's Paid Family Leave (PFL) program provides eligible employees with job-protected, paid time off to:

- Bond with a newly born, adopted, or fostered child.
- Care for a close relative with a serious health condition.
- Assist with family situations when a family member is deployed abroad on active military service.

Eligibility

Eligible employees may take PFL leave as follows:

- If you work **full time** (a regular schedule of 20 or more hours per week), you are eligible after 26 consecutive weeks of employment.
- If you work **part time** (a regular schedule of less than 20 hours per week), you are eligible after working 175 days, which do not need to be consecutive.

Amount of Benefit

PFL benefits are phased in as follows:

- As of January 1, 2019, you will be provided up to 10 weeks of leave at 55 percent of your weekly pay (capped at 55 percent of statewide average pay).
- Effective January 1, 2020, you will be provided up to 10 weeks of leave at 60 percent of your weekly pay (capped at 60 percent of statewide average pay).
- Effective January 1, 2021, you will be provided up to 12 weeks of leave at 67 percent of your weekly pay (capped at 67 percent of statewide average pay).

You may use accrued leave in order to receive full pay while on PFL.

Funding

PFL is funded through employee payroll contributions that are set each year to match the cost of coverage. The rate of employee contributions is reviewed annually and is subject to change by the New York State Department of Financial Services.

If you are not eligible for PFL, you will be provided a waiver to sign and PFL contributions will not be deducted from your wages.

Qualifying Events

If you are eligible, you may use family leave benefits for the following types of leaves:

- **New child:** You may take PFL during the first 12 months following the birth, adoption, or fostering of a child. Expectant mothers cannot take PFL for their own pregnancy. PFL for the birth of a child begins after the child's birth and is not available for prenatal conditions.
- **Serious health condition:** You may take PFL to care for a close relative with a serious health condition. The relative may live outside of New York State and even outside the country. You cannot take PFL for your own health condition.
- **Military active service deployment:** You may take PFL to assist with family situations arising when your spouse, domestic partner, child, or parent is deployed abroad on active military service or has been notified of an impending military deployment abroad. You cannot use PFL for your own qualifying military event.

As used in this policy:

- **Close relative** includes a spouse, domestic partner, child and stepchild, parent and stepparent, parent-in-law, grandparent and grandchild.
- **Serious health condition** is an illness, injury, impairment, or physical or mental condition, including transplantation preparation and recovery from surgery related to organ or tissue donation, that involves inpatient care in a hospital, hospice, or residential medical facility; or continuing medical treatment or continuing supervision by a healthcare provider.

Health Insurance

Your health insurance will continue while you are on leave; however, if you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on leave.

Interaction with Other Laws

PFL may be taken by employees who are eligible for time off under the federal Family and Medical Leave Act. PFL will run concurrently with designated FMLA leave when the reason for leave qualifies under both PFL and FMLA. Eligible employees must then apply for both PFL and FMLA.

You may not receive short-term disability and PFL benefits at the same time. You may not take more than 26 combined weeks of short-term disability and PFL in a 52-week period. If you are unable to work and qualify for workers' compensation benefits, you may not use PFL benefits at the same time as you are receiving workers' compensation benefits. If you are receiving reduced earnings, you may be eligible for PFL.

Notice and Required Documentation

Notify Human Resources if you intend to claim entitlement to PFL. If your family leave is foreseeable, give 30 days' advance notice so the Company can plan for your absence. If the event was not foreseeable, notify Human Resources as quickly as possible. If you fail to give notice without unusual circumstances justifying the failure, PFL may be delayed or partially denied.

You must provide documentation in support of your PFL request within 30 days after the leave begins. The Company may require additional proof from time to time but not more often than once a week. Proof must include a statement of disability from the leave recipient's health care provider.

Returning to Work

On return from PFL, you will be reinstated to your original position, or if no longer available, an equivalent position with equivalent terms and conditions of employment, including pay and employment benefits.

Use of PFL will not result in the loss of any employment benefit that accrued before the start of your family leave that was not used during your family leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Additional Information

If you have additional questions regarding PFL, contact Human Resources or visit <https://paidfamilyleave.ny.gov/https://paidfamilyleave.ny.gov/>.

Paid Sick Leave

Access Healthcare LLC provides paid sick leave to eligible employees in accordance with New York Law.

Eligibility

All employees are eligible for sick leave.

Reasons for Leave

Sick leave may be used for the following purposes:

- For your own or a family member's mental or physical illness, injury, or health condition regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time that you request leave;
- For the diagnosis, care, or treatment of your own or a family member's mental or physical illness, injury, or health condition or need for medical diagnosis or preventive care; or
- For your absence from work when you, or your family member, has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking and you need to:
 - Obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - Participate in safety planning, temporarily or permanently relocate, or take other actions to increase your safety or the safety of your family members;
 - Meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - File a complaint or domestic incident report with law enforcement;
 - Meet with a district attorney's office;
 - Enroll children in a new school; or
 - Take any other actions necessary to ensure your or a family member's health or safety or to protect those who associate or work with you.

If you are responsible for the domestic violence, family offense, sexual offense, stalking, or human trafficking, you are not eligible for leave under this policy.

Family member means:

- Your child, spouse, domestic partner, parent, sibling, grandchild, or grandparent; or
- The child or parent of your spouse or domestic partner.

Parent means:

- Your biological, foster, step- or adoptive parent; or
- A person who acted as your legal guardian or a person who stood in loco parentis when you were a minor child.

Child means:

- Your biological, adopted, or foster child;
- A legal ward; or
- A child for which you stand in loco parentis.

Accrual and Usage

Eligible employees accrue one hour of sick leave for every 30 hours worked, beginning on their first day of employment or September 30, 2020, whichever is later. You may begin using accrued sick leave on January 1, 2021. You may use up to a maximum of 56 hours of sick leave in a leave year. For purposes of this policy, the leave year is calendar year. Unused sick leave will carry over to the following leave year; however, you may still only use 56 hours of sick leave in a leave year.

Compensation

You will be paid at your regular rate of pay or the applicable minimum wage, whichever is greater.

Notice

If the need for leave is foreseeable, you must provide reasonable notice of your need for leave. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Confidentiality

Details surrounding your request for leave will be kept confidential, except as required by federal or state law or as necessary to protect your safety in the workplace. You will not be required to disclose the nature of any medical condition or of any domestic violence/sexual offense matter necessitating the need for leave.

Recordkeeping

You may request (verbally or in writing) a summary of the amounts of sick leave you have accrued and used in the current calendar year and/or any previous calendar year. This information will be provided within three business days.

Payment Upon Termination

You will not be paid for any unused sick leave when your employment ends.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

If employees work more than one job for the Company or if their pay fluctuates for one job, the rate of pay for sick and safe time will be the rate they would have been paid during the period of leave.

Paid Sick and Safe Time - New York City

The Company provides eligible employees with paid sick and safe time in accordance with the requirements of the New York City Earned Sick and Safe Time Act (ESSTA).

Eligibility

All employees (whether full-time, part-time, or temporary) who work in New York City are eligible to accrue paid sick and safe time. The Company's calendar year starts on January 1 of each year.

Accrual of Sick and Safe Time

Eligible employees will begin to accrue paid sick and safe time on the employee's date of hire. Sick and safe time is accrued at a rate of one hour for every 30 hours worked in New York City, up to a maximum accrual of 56 hours in a single calendar year. Time off for sick or holidays is not included in actual hours worked. Salaried exempt employees will be assumed to work 40 hours in a week unless the employee's regular work week is less than forty 40 hours, in which case sick and safe time accrues based upon that regular workweek. Sick and safe time can be used as it accrues.

Reasons Sick and Safe Time May be Used

Eligible employees may use paid sick and safe time for the following reasons:

- For an eligible employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care (e.g., screenings, checkups, patient counseling to prevent health problems);
- To care for an eligible family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care; or
- If the employee's workplace is closed by order of a public official due to a public health emergency, or the employee needs to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency. Such emergency must be declared by the New York City Mayor's office or the New York City Commissioner of Health.
- If the employee or an eligible family member is the victim of domestic violence, a family offense matter, sexual offense, stalking or human trafficking and time off is needed to:
 - Obtain services from a domestic violence shelter, rape crisis center or other shelter or services program;
 - Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or family member;
 - Meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding, including but not limited to matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
 - File a complaint or domestic incident report with law enforcement;
 - Meet with a district attorney's office;
 - Enroll children in a new school; or
 - Take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or family member or to protect those who associate or work with the employee.

A "family offense matter" is actual or threatened disorderly conduct, harassment, aggravated harassment, sexual misconduct, forcible touching, sexual abuse, stalking, criminal mischief, menacing, reckless endangerment, strangulation, criminal obstruction of breathing or blood circulation, assault, identity theft, coercion or grand larceny, between spouses, former spouses, a parent and child or between members of the same family or household.

Eligible family members include an employee's spouse or registered domestic partner; parent, parent-in-law or parent of a domestic partner; child or child of a domestic partner, including a biological, adopted or foster child, a stepchild, a legal ward or a child of an employee standing in *loco parentis*; sibling, including a half-sibling, step-sibling and sibling related through adoption; grandchild; grandparent; an individual related to the employee by blood and an individual whose close association with the employee is the equivalent of a family relationship .

Paid sick and safe time may not be used as vacations days. Additionally, paid sick and safe time may not be used to extend employment or to delay a termination date. An employee who uses sick and safe time for purposes other than those permitted by this policy will be subject to disciplinary action, up to and including termination from employment.

Requesting Sick and Safe Time/Documentation

Employees must provide seven days' advanced written notice if the need for sick and safe time is foreseeable (i.e., expected or planned leave). When the need for sick and safe time is unforeseeable, the Company does not require advance written notice, but employees may be required to document their request for sick time and/or provide written confirmation that they used sick time for purposes permitted under this policy. To provide notice of the need to use sick and safe time, employees should contact Human Resources.

If sick and safe time is for more than three consecutive work days, the Company may request that employees provide supporting documentation establishing the need for and duration of sick and safe time. Work days are the days or parts of days employees would have worked had they not used sick and safe time.

The documentation should not disclose the nature of an employee's illness, injury or health condition or specify the details of a family offense matter, sexual offense, stalking or human trafficking. If requested, such documentation must be provided within seven (7) days of returning to work.

Employees are not required to search for or find a replacement worker to cover the hours during which such employee is utilizing sick and safe leave

If sick and safe time is for fewer than three consecutive days, the Company may request that employees provide written confirmation that they used the time for a permissible purpose.

Rate of Pay and Overtime

Sick and safe time is paid based on the employee's regular rate of pay at the time the sick and safe time is taken. Sick and safe time is not considered time worked for the purpose of calculating overtime for the week in which the sick and safe time was taken. Employees will not receive overtime pay for sick and safe leave.

If employees work more than one job for the Company or if their pay fluctuates for one job, the rate of pay for sick and safe time will be the rate they would have been paid during the period of leave.

Leave Carryover

Employees who have accrued time remaining at the end of the year may carry over up to 56 hours of the accrued and unused time to the next calendar year. However, employees may not use more than 56 hours of sick and safe time in a calendar year.

The Company does not offer pay in lieu of actual sick and safe time.

Confidentiality

In accordance with the ESSTA, the Company will keep confidential the health information of the employee or employee's family member, as well as information related to the employee's or family member's status or perceived status as a victim of domestic violence, family offenses, sexual offenses, stalking or human trafficking. When such information is provided solely for the purposes of using paid sick and safe time, it will not be disclosed except by the affected employee, with the written permission of the affected employee or as required by law. The Company reserves the right to consider this information in connection with a request for sick and safe time or in connection with a request for a reasonable accommodation for a victim of domestic violence, stalking or a sex offense.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees to care for medical conditions or issues related to domestic violence, stalking or sex offenses under certain federal, state and municipal laws. In certain situations leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact Human Resources for information about other federal, state and municipal medical, victim or family leave rights.

Separation from Employment

Compensation for accrued and unused paid sick and safe time is not provided upon separation from employment for any reason. If an employee is rehired by the Company within six months of separation from employment, previously accrued but unused sick and safe time will be immediately reinstated.

Retaliation

Employees have the right to request and use sick and safe time. The Company will not retaliate, or tolerate retaliation, against any employee who seeks or obtains sick and safe time under this policy or who makes a good faith complaint about a possible ESSTA violation, communicates with any person about such a violation or otherwise exercises any right afforded by the ESSTA. In addition, the Company will not retaliate against any employee who informs another person about the rights under the ESSTA.

Safe Time Leave - Westchester County

The Company provides eligible employees with paid safe leave in accordance with the requirements of the Westchester County Safe Time Leave Law ("STLL").

Eligibility

All employees (including full-time and part-time) who are hired to work in Westchester County, New York for more than 90 days in a calendar year are eligible for paid safe leave in accordance with this policy. Eligible employees do not include: (i) employees hired to work less than 90 days in calendar year in Westchester County, New York; (ii) participants in a work experience program established by a social services district; (ii) individuals performing work pursuant to a federal work study program; or (iii) individuals compensated by or through qualified scholarships.

Use of Safe leave

Eligible employees who are victims of domestic violence or human trafficking (as defined by applicable law) may take up to 40 hours of paid safe leave in a calendar year in order to:

- Attend or testify in criminal or civil court proceedings related to domestic violence or human trafficking; or
- Move to a safe location.

Paid safe leave may not be used as vacations days or to extend employment or to delay a termination date. An employee who uses safe leave for purposes other than those permitted by this policy will be subject to disciplinary action, up to and including termination from employment.

Paid safe leave may be used in full or partial day increments.

Employees are not required to search for or find a replacement worker to cover the hours during which they are using safe leave.

The Company does not offer pay in lieu of actual safe leave.

Requesting Safe Leave/Documentation

When the need for paid safe leave is foreseeable, employees must make a good faith effort to provide advance notice of the need to use it. When possible, the employee's request must include the expected duration of the employee's absence. Employees must also make a reasonable effort to schedule leave in a manner that does not unduly disrupt the Company's operations. To provide notice of the need to use safe leave, employees should info Human Resources.

The Company may require employees to provide reasonable documentation that leave was used for a covered purpose. Such documentation may include any of the following:

- A court appearance ticket or subpoena;
- A copy of a police report;
- An affidavit from an attorney involved in the court proceeding relating to the issue of domestic violence and/or human trafficking; or
- An affidavit from an authorized person from a reputable organization known to provide assistance to victims of domestic violence and human trafficking.

The Company will not count employees' use of safe leave in compliance with this policy as an absence when evaluating absenteeism. Therefore, any such use of safe leave will not lead to or result in discipline, discharge, demotion, or suspension.

Rate of Pay

Safe leave is paid based on the employee's normal hourly pay rate in effect at the time the safe leave is taken and will not be less than the New York State minimum wage. Safe time is not considered time worked for the purpose of calculating overtime for the week in which the safe time was taken. Employees will not receive overtime pay for safe leave.

Confidentiality

The Company will keep confidential information about an employee that is obtained solely for the purpose of using safe leave and will not disclose such information except with the written permission of the affected employee or as otherwise required by law.

Effect on Other Rights and Policies

Employees who are the victims of domestic violence or human trafficking may be entitled to additional leave under certain federal, state and/or local laws. Paid safe leave provided in accordance with this policy is in addition to and does not run concurrently with paid sick leave provided in accordance with the Company's Paid Sick Leave (Westchester County) policy or Westchester County's Earned Sick Leave Law. In certain situations leave under this policy may run at the same time as leave available under another federal, state or local law, provided eligibility requirements for that law are met. The Company is committed

to complying with all applicable laws. Employees should contact Human Resources for information about other federal, state and municipal leave and accommodation rights.

Employees who are the victims of domestic violence may also be entitled to reasonable accommodations under the Company's reasonable accommodation policies or applicable law and should consult Human Resources for additional information.

Integration with Other Benefits

If an employee elects to integrate paid safe leave with other paid benefits (such as temporary disability insurance or paid family leave insurance), the Company will integrate all paid benefits such that an employee will not be paid more than his or her regular compensation at any time.

Retaliation

Employees have the right to request and use safe leave. The Company will not take retaliatory personnel action, discriminate or tolerate discrimination or retaliation, against any employee who seeks or obtains safe leave under this policy or who makes a good faith complaint about a possible violation of the SLL or this policy or who communicates with any person about such a violation. The Company will not interfere with or punish an employee for participating in or assisting with an investigation, proceeding or hearing under the SLL. In addition, the Company will not retaliate or discriminate against an employee for informing others of their rights under the SLL.

North Carolina Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;

- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors;
- Any unwanted physical touching or assaults, or blocking or impeding movements; and
- The spreading of or participation in dissemination of gossip or rumors of a sexual nature related to co-workers.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Benefits

Domestic Violence Leave

Access Healthcare LLC will provide employees reasonable unpaid leave to obtain or attempt to obtain relief from domestic violence in accordance with North Carolina law.

You must provide reasonable advance notice of your need for leave unless an emergency prevents you from doing so. You may be required to provide documentation showing evidence of the emergency.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

School Visitation Leave Policy

If you are the parent, guardian, or person standing in loco parentis of a school-aged child, Access Healthcare LLC will provide you up to four hours of time off per year to attend or otherwise be involved at the child's school.

You and your Supervisor must mutually agree to the scheduling of leave.

Submit a written request for leave at least 48 hours in advance of the requested absence. You may be required to provide documentation from the child's school verifying that you were involved at the school during the leave time.

Leave under this policy will be unpaid; however, exempt employees may be paid as required by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Oregon Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), gender, race, religion, color, national origin, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment (including sexual harassment and sexual assault) and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), gender, race, religion, color, national origin, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;

- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Sexual Assault

Sexual assault is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), gender, race, religion, color, national origin, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment (including sexual assault), document the conduct and immediately report it to Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com, or Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

State and Federal Remedies

In addition to the Company reporting process, if you believe you have been subjected to discrimination or harassment, you may file a formal complaint with the government agencies listed below. Using the

Company complaint process does not prohibit you from filing a complaint with these agencies.

Claims must be filed within the following time frames:

- Complaints filed with the Oregon Bureau of Labor and Industries (BOLI) must be filed within five years after the occurrence of the alleged discrimination.
- Complaints filed with the federal Equal Employment Opportunity Commission (EEOC) must generally be filed within 180 days of the alleged discrimination. This deadline is extended to 300 days if BOLI or a local agency enforces a law that prohibits employment discrimination on the same basis.

If the basis for filing the complaint is covered by both state and federal law, a complaint filed with BOLI is automatically filed with the EEOC.

EEOC Seattle Field Office

Address: 909 First Avenue Suite 400, Seattle, WA 98104-1061

Phone: 800-669-4000

Fax: 206-220-6911

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

Website: <https://publicportal.eeoc.gov/portal/>

BOLI, Civil Rights Division Offices

Eugene

1400 Executive Parkway, Suite #200

Eugene, OR 97401

541-686-7623

Salem

3865 Wolverine St NE, Bldg E-1

Salem, OR 97305

503-378-3292

Portland

800 NE Oregon St., Suite #1045

Portland, OR 97232

971-673-0764

Agreements

The Company may not, as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, require or coerce you to enter into an agreement that contains a nondisclosure provision, a nondisparagement provision, or any other provision that has the purpose or effect of preventing you from disclosing or discussing any conduct:

- That constitutes unlawful discrimination or harassment (including sexual assault); and
- That occurred between employees or between the Company and an employee in the workplace or at a work-related event that is off the employment premises and coordinated by or through the Company; or
- That occurred between the Company and an employee off the employment premises.

If you have claimed to be a victim of unlawful discrimination or harassment (including sexual assault), the Company may only enter into a settlement, separation, or severance agreement with you that includes one or more of the following provisions, if you request to enter into such an agreement:

- A nondisclosure provision, a nondisparagement provision, or any other provision that has the purpose or effect of preventing you from disclosing or discussing any conduct as outlined in the previous paragraph.

- A provision that prevents the disclosure of factual information relating to a claim of discrimination or conduct that constitutes sexual assault; or
- A no-rehire provision that prohibits you from seeking re-employment with the employer as a term or condition of the agreement.

If the Company makes a good faith determination that you have engaged in unlawful discrimination or harassment, the Company may enter into a settlement, separation, or severance agreement that includes one or more of the provisions described above.

Any settlement, separation, or severance agreement reached by you and Company may be revoked within seven days of its execution and the agreement will not become effective until after the revocation period has expired.

Benefits

Bone Marrow Donation Leave Policy

Access Healthcare LLC will provide eligible employees up to 40 hours of leave to undergo a medical procedure to donate bone marrow.

To be eligible for leave under this policy, you must work an average of 20 or more hours per week.

You may determine the total length of the leave, but leave may not exceed the amount of your accrued paid leave or 40 work hours, whichever is less, unless the Company agrees otherwise. You may choose to substitute accrued paid leave.

You may be required to provide the Company with verification from a physician of the purpose and length of each leave. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave used prior to the determination is not affected.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Sick Leave

Access Healthcare LLC provides unpaid sick leave to eligible employees in accordance with Oregon's sick leave law.

Eligibility

All employees that work in Oregon are eligible for sick leave.

Reasons for Leave

Sick leave may be taken for the following reasons:

- To care for your own or a family member's mental or physical illness, injury, or health condition; need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need for preventive medical care.
- For any purposes allowed under the Oregon Family Leave Act (OFLA), such as bereavement leave, caring for a newborn child or newly adopted/foster child, or sick child leave.
- For any purpose allowed under Oregon's domestic violence, harassment, sexual assault, or stalking law.
- During a public health emergency, including a general or specific public health emergency, or when employees must be excluded from the workplace by law or rule for health reasons.

Family member means:

- Your spouse or same-gender domestic partner;
- Your custodial, noncustodial, adoptive, foster, biological, or step parent; parent-in-law; parent of same-gender domestic partner; grandparent; or a person with whom you are or were in a relationship of in loco parentis.
- Your biological, adopted, foster, or step child; the child of a same-gender domestic partner; a grandchild; or a child with whom you are in a relationship of in loco parentis.

Accrual and Usage

Eligible employees accrue one hour of sick leave for every 30 hours worked or one and one-third hours for every 40 hours worked, up to a maximum of 40 hours per leave year. New employees begin accruing sick leave on their first day of employment. For purposes of this policy, the leave year is calendar year. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule.

You may use accrued sick leave on your 91st day of employment. The smallest amount of sick leave you may take is one hour. You may carry over up to 40 hours of unused sick leave to the following leave year. You may accrue a maximum of 80 hours of sick leave per year; however, the maximum you may use per year is 40 hours.

Notice

If the need for leave is foreseeable, including but not limited to medical appointments, provide notice at least 10 days prior to beginning leave or as soon as practical. If unforeseeable, provide notice before the start of the scheduled work shift, or as soon as practical. If known, notice should include the expected length of the absence.

You must make reasonable efforts to schedule planned sick leave in a manner that does not unduly disrupt business operations and should attempt not to schedule sick leave during peak work hours, when work is time-sensitive, or when mandatory meetings are scheduled.

Documentation

The Company may require you to submit documentation to support your use of sick leave under the following circumstances:

- Your leave exceeds three consecutive days on which you are scheduled to work;
- Your need for leave is foreseeable and is projected to last more than three consecutively scheduled workdays;
- You began leave without providing notice required by this sick leave policy; or
- The Company has sufficient evidence to suspect that you are abusing sick leave, including engaging in a pattern of absenteeism, regardless of whether you have used sick leave for more than three consecutive days.

Payment Upon Termination

You will not be paid for any unused sick leave when your employment ends.

Interaction with Other Leave

Sick leave will run concurrently other types of leave where permitted under applicable law.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Oklahoma Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;

- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Pennsylvania Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

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- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
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- Any unwanted physical touching or assaults or blocking or impeding movements.

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We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Benefits

Crime Victim and Witness Leave Policy

Access Healthcare LLC realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness or because you, or a close family member, was victimized by a criminal act. The Company provides unpaid leave to attend those proceedings under circumstances

described below.

If you are required to attend a criminal proceeding, including a grand jury or juvenile proceeding, either as a witness or as a crime victim (or a close family member or representative of a crime victim), inform your Supervisor as soon as possible to make arrangements for a leave of absence.

The Company reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

Leave under this policy is unpaid. You may opt to use paid time off in place of unpaid leave.

Any information related to your leave will be kept confidential by the Company to the extent possible.

This policy does not apply to employees seeking leave because they have committed or are alleged to have committed a criminal act.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Sick Time - Philadelphia

The Company provides eligible employees with paid sick time in accordance with the requirements of the Philadelphia Promoting Healthy Families and Workplaces Ordinance (PHFWO).

Eligibility

Employees who work at least 40 hours per calendar year in the City of Philadelphia are eligible to accrue paid sick time.

Accrual of Sick Time

Eligible employees begin to accrue paid sick time on May 13, 2015, or upon their date of hire, whichever occurs later. Sick time is accrued at a rate of one hour for every 40 hours worked in Philadelphia, up to a maximum accrual of 40 hours in a single calendar year.

Salaried exempt employees will be assumed to work 40 hours in a week unless the employee's regular work week is less than 40 hours, in which case sick time accrues based upon that regular workweek.

Use of Paid Sick Time

Eligible employees may use sick time for the following reasons:

- The employee's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or need for preventive medical care;
- Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventive medical care;
- Absence due to domestic abuse, sexual assault or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member:
 - Medical attention;
 - Services from a victim services organization;
 - Psychological or other counseling;
 - Relocation; or
 - Legal services or remedies (e.g., preparing for or participating in a civil or criminal legal proceeding).

Employees who exhaust paid sick leave for purposes related to domestic abuse, sexual assault or stalking may still be eligible for unpaid leave for this purpose and should consult the Company's Domestic Violence, Sexual Assault or Stalking Victim Leave policy or contact Human Resources for further information.

For purposes of this policy, a "family member" means the employee's current spouse or life partner, child or individual for whom the employee stands *in loco parentis*, legal guardian or ward, parent, parent-in-law, person who stood in *loco parentis* status when the employee was a minor child, sibling, spouse of a sibling, grandparent, spouse of a grandparent, or grandchild. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies without regard to a child's age or dependency status. For purposes of this policy, a "life partnership" is defined as a long-term committed relationship between two unmarried individuals of the same sex or gender identity.

Eligible employees may not use accrued paid sick time until the employee's 90th calendar day of employment.

Eligible employees may use up to 40 hours of paid sick time in any calendar year.

Requesting Sick Time/Documentation

When the need for sick time is foreseeable, employees must provide reasonable advance notice, either orally or in writing, of the need for sick leave and must make a reasonable effort to schedule sick time in a manner that does not unduly disrupt Company operations. For all other absences, employees must notify the Company before the start of their scheduled work hours, or as soon as practicable if the need arises immediately before or after the employee has reported for work. When possible, an employee's request for sick time must include the expected duration of the sick leave. To provide notice of the need to use sick time, employees should contact Human Resources.

If sick time is for more than two consecutive work days, the Company may request that employees provide reasonable documentation that the sick time is being used for a permissible purpose.

Leave Carryover

Employees who have accrued time remaining at the end of the year may carry over the accrued and unused time to the next calendar year. However, employees may not use more than 40 hours of sick time in a calendar year.

The Company does not offer pay in lieu of actual sick time.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees to care for medical conditions or leave related to domestic abuse, sexual assault or stalking under certain federal, state and local laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or local law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact Human Resources for information about other federal, state and local medical, family or domestic abuse victim leave rights.

Separation from Employment

The Company does not pay employees for accrued, unused sick time upon separation from employment for any reason. If an employee is rehired by the Company within six months of the date of separation from employment, previously accrued but unused sick time will be reinstated and the employee will be permitted to use any accrued sick time immediately.

Retaliation

The Company prohibits discrimination and/or retaliation against employees who request or use sick time for authorized circumstances protected by law, and against employees who file a complaint about an alleged violation of this policy, or inform others about their rights under this policy. Employees may file a complaint or bring a civil action if sick time as required by law is denied the employee or if the employee is retaliated against for requesting or taking sick time.

Confidentiality

The Company will, in accordance with applicable federal and state law, treat as confidential health information or information pertaining to domestic abuse, sexual assault or stalking about an employee or employee's family member. Such information will not be released without the employee's express permission, unless otherwise required by law.

Paid Sick Time - Pittsburgh

The Company provides eligible employees with paid sick time in accordance with the Pittsburgh Paid Sick Days Act ("PSDA").

Eligible Employees

All employees, including full-time and part-time employees, are generally eligible to accrue paid sick time, if they work at least 35 hours per year in the City of Pittsburgh.

Accrual and Use of Sick Time

Eligible employees begin to accrue paid sick time on March 15, 2020, or their first day of employment, whichever is later. Employees accrue one hour of paid sick time for every 35 hours worked in the City of Pittsburgh, up to a maximum of 40 hours in a calendar.

Salaried exempt employees will be assumed to work 40 hours in a week unless an employee's regular workweek is less than 40 hours, in which case sick time accrues based upon that regular workweek.

Eligible employees may not use accrued sick time until the 90th calendar day after the start of their employment. Thereafter, they may use sick time as it accrues.

Employees are not required to search for or find someone to cover their shift or do their work when they take paid sick time.

Reasons Sick Time May Be Used

Sick time may be used for the following reasons:

- An employee's own mental or physical illness, injury or health condition; to obtain a medical diagnosis, care or treatment; or preventive care;
- To care for a family member with a mental or physical illness, injury or health condition; to assist them in obtaining medical diagnosis, care or treatment; or to assist them in obtaining preventive care;
- For the closure of the employee's place of business by order of a public official due to a public health emergency;
- For the closure of an employee's child's school or place of care by order of a public official due to a public health emergency; or
- To care for a family member when health authorities or health care providers determine that an individual's presence in the community would jeopardize others' health because of the individual's exposure to a communicable disease, whether or not the individual actually contracted the communicable disease.

Eligible family members include the following:

- A child (including a biological, adopted or foster child; stepchild; the child of a domestic partner; a legal ward or child for whom the employee is a legal guardian; or a child to whom the employee stands *in loco parentis*);
- A spouse or domestic partner;

- A sibling (including a biological, adopted or foster sibling);
- A parent (including a biological, adoptive, foster or step-parent of the employee or the employee's spouse or domestic partner; a legal guardian of the employee or the employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee was a minor child);
- A grandchild;
- A grandparent (including a grandparent's spouse or domestic partner); and

The Company reserves the right to take disciplinary action if an employee's use of sick time is not for a covered purpose.

Requesting Sick Time/Documentation

When the need for paid sick time is foreseeable, employees must provide reasonable advance notice. Employees should provide notice as soon as possible and must provide notice at least seven days before the date sick time will begin, absent extenuating circumstances.

If the need for sick time is unforeseeable or if employees are unable to provide notice seven days in advance, the employee must make a good-faith effort to notify the Company as soon as possible. Absent unusual circumstances, employees must follow the Company's standard call-off. When possible, the request should include the expected duration of the absence.

Employees are expected to make reasonable efforts to schedule sick time in a manner that does not unduly disrupt Company operations.

If sick time is for three or more full, consecutive days, the Company may request that employees provide reasonable documentation that the sick time is being used for a permissible purpose. Employees will also be expected to comply with any requests for documentation for absences that qualify for leave under the federal Family and Medical Leave Act.

Rate of Pay for Sick Time

Sick time is paid based on the employee's base rate of pay at the time the leave is taken or the state minimum wage, whichever is more. Employees will also receive the same benefits they would have received at the time leave is used. However, if an employee uses paid sick time for scheduled overtime, the Company will not pay the employee at the overtime rate.

Employees will be paid only for the hours they are scheduled to work.

Carryover

Up to 40 hours of accrued but unused sick time will carry over from year to year, but with an overall cap of 40 hours of sick time per leave year. Therefore, once an employee has a bank of 40 hours of paid sick time, no additional time will accrue in that leave year.

Separation From Employment

The Company does not pay employees for accrued, unused sick time upon separation from employment for any reason. If an employee is rehired by the Company within six months of the date of separation from employment (whether at the same or a different location), previously accrued but unused sick time will be reinstated and the employee will be permitted to accrue additional time and use any accrued sick time immediately.

Confidentiality

The Company will treat health information about an employee as confidential and take reasonable steps to protect its confidentiality. The Company will not disclose such health information except to the affected employee or with that employee's written permission, in accordance with applicable federal and state medical privacy laws.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees to care for their own or a family member's medical condition under certain federal, state and municipal laws. Leave under this policy will run at the

same time as leave available under those laws, provided that the eligibility requirements for the applicable law are met. Employees should contact Human Resources for information about other federal, state and municipal medical or family leave rights.

No Discrimination or Retaliation

The Company will not retaliate, discriminate against or tolerate retaliation or discrimination against any employee because the employee has exercised rights protected under the PSDA, including by: requesting or using sick time in accordance with the PSDA; attempting to or filing a complaint with the Mayor's Office of Equity or a court; informing anyone about an employer's alleged violation of the PSDA; informing anyone of their rights under the PSDA; participating or attempting to participate in an investigation or proceeding under the PSDA; or otherwise exercising any rights afforded under the PSDA. Employees have a right to file a written complaint with the Mayor's Office of Equity, if they believe they have been denied the right to accrue and use sick time as required by the PSDA or if they believe they have been retaliated against for exercising their rights under the PSDA.

South Carolina Policies

Welcome

Cover Page

PURSUANT TO, AND IN ACCORDANCE WITH, S.C. CODE ANN. § 41-1-110, NOTHING IN THIS HANDBOOK OR IN ANY OF EMPLOYER'S POLICIES WILL BE DEEMED TO CONSTITUTE A CONTRACT OF EMPLOYMENT. ALL EMPLOYEES OF Access Healthcare LLC (SOUTH CAROLINA) ARE EMPLOYEES-AT-WILL, WHO MAY QUIT AT ANY TIME FOR ANY OR NO REASON AND WHO MAY BE TERMINATED AT ANY TIME FOR ANY OR NO REASON. THE CONTENTS OF THIS HANDBOOK ARE SUBJECT TO CHANGE AT ANY TIME AT THE DISCRETION OF Access Healthcare LLC.

Signature of Employee

Date

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

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- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors;
- Any unwanted physical touching or assaults or blocking or impeding movements; and
- The spreading or participation in dissemination of gossip or rumors of a sexual nature related to co-workers.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Mark Aquilino, Human Resource Manager, 800-257-5837 x 408, MAquilino@accesshealthcarestaffing.com; Danielle Doyle, CEO, 609-456-3193, info@accesshealthcarestaffing.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Benefits

Crime Victim and Witness Leave Policy

If you are subpoenaed as a victim of or a witness to a crime, Access Healthcare LLC will provide you with unpaid time off to attend court proceedings related to the crime.

Victim means any individual who suffers direct or threatened physical, psychological, or financial harm as the result of the commission or attempted commission of a criminal offense. The term includes the spouse, parent, child, or lawful representative of a victim who is deceased, a minor, incompetent, or physically or psychologically incapacitated. The term does not include:

- Any individual who is the subject of an investigation for, who is charged with, or who has been convicted of or pled guilty or *nolo contendere* to the offense in question;
- Any individual (including a spouse, parent, child, or lawful representative) who is acting on behalf of the suspect, juvenile offender, or defendant, unless such actions are required by law; or
- Any individual who was imprisoned or engaged in an illegal act at the time of the offense at issue in the proceedings.

Upon receipt of a valid subpoena, notify your Supervisor as soon as possible to make scheduling arrangements.

The Company will not retaliate against, suspend, or reduce the wages or benefits of employees who request or take leave in accordance with this policy.

South Dakota Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, color, national origin, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;

- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
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Tennessee Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

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Healthy Workplace Policy

Access Healthcare LLC is firmly committed to a workplace free from abusive conduct. We strive to provide high quality products and services in an atmosphere of respect, collaboration, openness, safety, and equality. All employees have the right to be treated with dignity and respect. All complaints of negative and inappropriate workplace behaviors will be taken seriously and followed through to resolution. Any individual who files a complaint will not suffer negative consequences for reporting others for inappropriate behavior.

This policy applies to all full-time and part-time employees, including interns. It does not apply to independent contractors; however, other contract employees are included. This policy applies to any sponsored program, event, or activity including, but not limited to, sponsored recreation programs and activities and the performance by officers and employees of their employment-related duties. The policy also applies to electronic communications by employees.

Abusive Conduct

Abusive conduct includes acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an individual was subject to an abusive work environment, which can include but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;
- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an individual's work performance in the workplace.

A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe and egregious.

Abusive conduct does **not** include:

- Disciplinary procedures in accordance with Company policies.
- Routine coaching and counseling, including feedback about and correction of work performance.
- Reasonable work assignments, including shift, post, and overtime assignments.
- Individual differences in styles of personal expression.
- Passionate, loud expression with no intent to harm others.
- Differences of opinion on work-related concerns.
- The non-abusive exercise of managerial prerogative.

Responsibilities

Those in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are exhibited at all times and that complaints to the contrary are addressed in a timely manner. Managers, supervisors, and others in positions of authority will:

- Provide a working environment as safe as possible by having preventative measures in place and by dealing immediately with threatening or potentially violent situations;
- Provide good examples by treating all with courtesy and respect;
- Ensure that all employees have access to and are aware of the abusive conduct prevention policy and explain the procedures to be followed if a complaint of inappropriate behavior at work is made;
- Be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates;
- Respond promptly, sensitively, and confidentially to all situations where abusive behavior is observed or alleged to have occurred.

You are expected to:

- Treat all employees with dignity and respect.
- Refrain from engaging in threatening, violent, intimidating, or other abusive conduct or behaviors.
- Assume personal responsibility to promote fairness and equity in the workplace and report any incidents of abusive conduct in accordance with this policy.
- Co-operate with preventative measures introduced by your Supervisor and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures.

Complaint Process

Reporting

If you feel that you have been subjected to abusive conduct or have witnessed such conduct, report the matter verbally or in writing to Human Resources. Your complaint should include details of each incident of abusive conduct, such as dates, times, locations, and any witnesses.

Those in positions of authority must timely report known incidents involving workplace abuse, intimidation, or violence to Human Resources or the CEO. All managers and supervisors are required to take reasonable steps to protect the complainant, including, but not limited to, separation of those involved. The person complained against will be notified that an allegation has been made against him or her and will be informed of the investigative procedure.

Investigation

Investigations of abusive conduct will be conducted as soon as practicable and in accordance with Company policies and practices. The objective of the investigation is to determine whether the behaviors complained of occurred, and therefore will include interviewing the complainant, accused, and any witnesses with direct knowledge of the alleged behaviors. All interviews will be appropriately documented. The investigation will be conducted thoroughly, objectively, with sensitivity, and with due respect for all parties. The investigator will provide a copy of the investigative report to the appointing authority for further action. All affected parties will be informed of the investigation's outcome.

Corrective Action

If abusive conduct is found, the Company will take immediate and appropriate corrective action. Remedies may be determined by weighing the severity and frequency of the incidences of abusive conduct and in accordance with existing disciplinary policies.

Any individual who engages in conduct that violates this policy or who encourages such conduct by others will be subject to corrective action. Such corrective action may include, but is not limited to, participation in counseling, training, and disciplinary action up to and including termination, or changes in job duties or location.

Any Supervisor or other person in a position of authority who allows abusive conduct to continue or fails to take appropriate action upon learning of such conduct will be subject to corrective action. Such corrective action may include, but is not limited to, participation in counseling, training, disciplinary action up to and including termination, or changes in job duties or location.

While the Company encourages all employees to raise any concern(s) under this policy and procedure, the Company recognizes that intentional or malicious false allegations can have a serious effect on innocent people. Individuals falsely accusing others of violations of this policy will be disciplined in accordance with the Company disciplinary policy.

Any individual exhibiting continuing emotional or physical effects from a reported incident will be directed toward established assistance programs or other available resources.

When abusive conduct has been confirmed, the Company will continue to review the situation and may take additional corrective actions if necessary. Preventative measures may also be taken to reduce the reoccurrence of similar behaviors or actions.

Confidentiality

To the extent permitted by law, the Company will maintain the confidentiality of each party involved in an abusive conduct investigation, complaint, or charge, provided it does not interfere with the ability to investigate the allegations or to take corrective action. However, state law may prevent the Company from maintaining confidentiality of public records. Therefore, the Company cannot guarantee confidentiality.

Retaliation

Retaliation is any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy. The Company will not retaliate or otherwise discriminate against employees who exercise their rights under this policy.

Washington Policies

Hiring and Orientation Policies

Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking

Access Healthcare LLC will provide reasonable safety accommodation to employees who are victims of domestic violence, sexual assault, or stalking, provided the accommodation would not pose an undue hardship on Company business.

Reasonable safety accommodations may include, but are not limited to:

- Transfer or reassignment;
- Modified job schedule;
- Change in work telephone number, email address, or workstation;
- Installed locks;
- Implementing safety procedures; or
- Any other adjustment to a job structure, workplace facility, or work requirement in response to an actual or threatened act of domestic violence, sexual assault, or stalking.

If you require a safety accommodation, notify your Supervisor. You may be required to provide documentation verifying that you are a victim of domestic violence, sexual assault, or stalking. This requirement may be satisfied by providing the Company with documents such as a police report, court order, or written statement.

After receiving your request for a safety accommodation, the Company will work with you to explore potential accommodations. The Company encourages you to suggest specific accommodations that you believe would be effective. However, the Company is not required to make any requested accommodation and may provide an alternative accommodation that can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against employees who are victims of domestic violence, sexual assault, or stalking, or who request an accommodation in accordance with this policy.

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Access Healthcare LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race (including traits historically associated or perceived to be associated with race, which include, but are not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability (including obesity), genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company

prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Access Healthcare LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race (including traits historically associated or perceived to be associated with race, which include, but are not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability (including obesity), genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, applicants, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race (including traits historically associated or perceived to be associated with race, which include, but are not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability (including obesity), genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
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Benefits

Leave for Victims of Domestic Violence, Sexual Assault, or Stalking Policy

If you are a victim, or a family member of a victim, of domestic violence, sexual assault, or stalking, Access Healthcare LLC will provide you with reasonable unpaid leave from work to take care of legal or law enforcement needs or to get medical treatment, social services assistance, or mental health counseling. **Family member** means a child, spouse, parent, parent-in-law, grandparent, or person you are dating. The Company may request verification of your family relationship.

When possible, you must provide reasonable advance notice of the need for leave. If advance notice cannot be given because of an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking, you or someone on your behalf must provide notice no later than the end of the first day you take leave.

You may be required to provide verification that you or your family member is a victim of domestic violence, sexual assault, or stalking and that the leave is being taken for purposes described above. Verification must be provided in a timely manner and will only be used to establish that the leave is legally protected. You may satisfy the verification requirements by providing the Company with documents such as a police report, court order, or written statement.

With exception, information provided by you will be kept confidential. This includes:

- The fact that you or your family member is a victim of domestic violence, sexual assault, or stalking.
- That you have requested or obtained domestic violence leave.
- Any written or oral statement, documentation, record, or corroborating evidence you provide.

Information provided by you will only be disclosed under the following circumstances:

- When requested or consented to by you.
- When ordered by a court or administrative agency.
- Where otherwise required by applicable federal or state law.

Leave under this policy is unpaid; however, you may choose to use any accrued paid leave. Leave may be taken intermittently, on a reduced work schedule, or in a single block of time, as the circumstances warrant. During the leave, the Company will maintain any health insurance coverage being provided in the same manner as if you had not taken leave.

The leave must be reasonable in duration, which will be determined by management and you, based upon the circumstances.

Upon return from leave, you will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, subject to certain exceptions as provided under Washington law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Sick and Safe Time – Seattle

The Company provides eligible employees who perform work in Seattle with paid sick and safe leave ("Sick Time" and "Safe Time," collectively "Sick and Safe Time") in accordance with the requirements of the Seattle Paid Sick and Safe Time Ordinance (SPSSTO). The Company also complies with Washington's Paid Sick and Safe Leave Law (PSSLL) and will comply with all applicable requirements of the PSSLL that are more favorable to employees.

Eligibility

All exempt, nonexempt, full-time, part-time, temporary and work study employees, as well as paid interns, who perform work within the geographic boundaries of Seattle city limits are eligible for Sick and Safe Time under this policy.

Employees who are based outside of Seattle but who work inside the City limits on an occasional, irregular basis ("Occasional Employees") are eligible for Sick and Safe Time once they have worked more than 240 hours in Seattle within a calendar year. Once an Occasional Employee works more than 240 hours in a calendar year all previous hours worked in Seattle during that year count toward the accrual of Sick and Safe Time, and the employee remains eligible to accrue Sick and Safe Time for the duration of his or her employment with the Company.

Reasons Sick and Safe Time May Be Used

Employees may use accrued Sick and Safe Time for any of the following Sick Time reasons:

- The employee's mental or physical illness, injury or health condition; to allow an employee to obtain a medical diagnosis, care or treatment for the same; or for an employee's need for preventive medical care; or
- To allow an employee to care for a family member who: has a mental or physical illness, injury or health condition; needs to obtain a medical diagnosis, care or treatment for the same; or needs preventive medical care.

Employees may use accrued Sick and Safe Time for any of the following Safe Time reasons:

- The employee's place of business has been closed by order of a public official, for any health-related reason (i.e., a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin or hazardous material) (a closure for inclement weather is not a health-related reason);
- The employee's place of business has reduced operations or closed for any health- or safety-related reason;
- When the employee's family member's school or place of care has been closed; or
- The employee needs time off for any of the following reasons related to domestic violence, sexual assault or stalking:

- Seek legal or law enforcement assistance to ensure the health and safety of the employee or the employee's family or household members
- Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking, or attend to health care treatment for a victim who is the employee's family or household member;
- Obtain, or assist a family or household member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
- Obtain, or assist a family or household member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family or household member was a victim of domestic violence, sexual assault, or stalking;
- Participate in safety planning;
- Temporarily or permanently relocate; or
- Take other actions to increase the safety of the employee or the employee's family or household members from future domestic violence, sexual assault or stalking.

For all uses of Sick and Safe Time, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling. "Parent" means a biological parent, adoptive parent, de facto parent, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child. "Child" means a biological child, adopted child, foster child, step child, or a child to whom an employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status.

For use of Safe Time related to domestic violence, sexual assault or stalking, "family or household member" includes children, spouses, domestic partners, parents, parents-in-law, stepparents, stepchildren, grandparents, grandchildren; former spouses, former domestic partners, persons who have a child in common (regardless of whether they have been married or lived together); any adult person related to the employee by blood or marriage and any person with whom the employee has a current or former dating or cohabitation relationship. A "parent" includes a biological or adoptive parent, or an individual who stood in loco parentis to an employee when the employee was a child.

Accrual and Use of Sick and Safe Time

Eligible employees accrue paid Sick and Safe Time at the rate of one hour per 40 hours worked. There is no cap on accrual of Sick and Safe Time under this policy.

Occasional Employees only accrue Sick and Safe Time under this policy for the hours that are worked in Seattle.

Nonexempt employees will accrue Sick and Safe Time on eligible hours worked, including overtime hours. Exempt employees' accrual of Sick and Safe Time will be based on a 40-hour workweek. If an exempt employee's normal workweek is less than 40 hours, the employee accrues Sick and Safe time based on the employee's normal workweek.

Eligible employees will begin accruing Sick and Safe Time upon the commencement of employment with the Company.

Each time wages are paid, the Company will provide employees with a written statement of Sick and Safe Time accrued since the last notice, Sick and Safe Time reduced since the last notice and any unused Sick and Safe Time available.

Employees may begin using accrued Sick and Safe Time on the 90th calendar day after beginning their employment with the Company, or, for Occasional Employees, after working 240 hours in Seattle within the calendar year. Occasional Employees may only use paid Sick and Safe Time under this policy during times that they are scheduled to perform work in Seattle.

Requesting Sick and Safe Time/Documentation

When possible, employees requesting to use Sick and Safe Time must include in their requests the expected duration of the absence. In all circumstances, employees should specify that they will be using Sick and Safe Time (rather than, for example, other time off, including unpaid time off), so that the absence can be designated accordingly.

Foreseeable Use

If the Sick and Safe Time is foreseeable, employees must provide the Company with a written request for Sick and Safe Time at least 10 days, or as early as possible, in advance of the date of use. The request must be written and may be transmitted electronically, including by e-mail. If the need for leave is foreseeable, employees must schedule the leave so as not to unduly disrupt the Company's operations.

Unforeseeable Use

If the need for paid leave is unforeseeable, employees must provide notice as soon as practicable. If the leave is needed for reasons related to domestic violence, sexual assault or stalking, an employee must provide notice by the end of the first day of absence.

Employees are not required to find an employee to cover their work when they take Sick and Safe Time. The Company will not count employees' use of Sick and Safe Time under this policy as an absence when evaluating absenteeism. Therefore, any such use of Sick and Safe Time will not count as an "occurrence" under any Company policy.

Verification of Absence

When employees use four or more consecutive workdays of Sick and Safe Time, the Company may require verification that the use of Sick and Safe Time is for an authorized purpose. Any required documentation must be provided within a reasonable time period during or after the leave, meaning no later than 10 days after the first day of Sick and Safe Time use. For employees using Sick and Safe Time related to the employee's or family member's status as a victim of domestic violence, sexual assault or stalking, employees must provide the requested verification in a timely manner after the Company requests it. The Company may request documentation related to the absence for other reasons as required or permitted under federal, state or other local law including but not limited to for family medical leave or related to a reasonable accommodation.

Compensation

Pay for Sick and Safe Time will be calculated based on the greater of the applicable minimum wage or the employee's normal hourly compensation at the time of the absence.

The Company does not pay employees for accrued, unused Sick and Safe Time at any time, including upon termination of employment.

Leave Carryover

Accrued sick and safe time may be carried over from year to year, up to a maximum carryover amount of 56 hours. If, at the end of the year, an employee has accrued more than 56 hours of Sick and Safe Time, the employee may carry over only 56 hours to the next year, and the remaining accrued Sick and Safe Time will be forfeited.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees to care for medical conditions or for leave related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact Human Resources for information about other federal, state and municipal medical or family leave rights.

Confidentiality

The Company will keep confidential the fact that an employee's absence is for Sick and Safe Time and any information provided to the Company in support of a request for leave, including health information or the fact that the employee or employee's family member is a victim of domestic violence, sexual assault or stalking, except upon the employee's request or consent, or as otherwise required by applicable law.

Separation From Employment and Transfer

Compensation for accrued and unused paid Sick and Safe Time is not provided upon separation from employment for any reason.

Former employees who are rehired within 12 months of their separation from employment will have previously unused Sick and Safe Time reinstated, and the hours they worked during the previous period of employment will be counted for purposes of determining eligibility to accrue and use Sick and Safe Time. If the period of time an employee is separated from employment extends into a subsequent calendar year, the amount of accrued but unused Sick and Safe Time reinstated will be capped at 56 hours. Upon rehire, the Company will provide notification to the employee of the amount of accrued, unused Sick and Safe Time available for use by the employee.

Employees who transfer from their position in Seattle to a separate Company division, entity, or location outside of Seattle, but are later transferred back to working in Seattle for the Company will retain their previously available accrued Sick and Safe Time.

Retaliation

The Company will not discriminate or retaliate against employees who request or take leave in accordance with this policy or inquire about their rights under the SPSSTO, inform others of rights under the SPSSTO, make a complaint in good faith, even if mistaken, about suspected violations of this policy or of the SPSSTO, testify in a proceeding under or related to the SPSSTO, refuse to participate in an activity that would result in a violation of city, state or federal law or otherwise engage in conduct protected under the SPSSTO.

Paid Sick and Safe Leave - SeasTac

The Company provides eligible SeaTac employees with paid sick and safe leave.

The guidelines set forth in this policy do not supersede applicable federal law regarding leaves of absence, including leave taken under the Family and Medical Leave Act (FMLA) and/or as a reasonable accommodation under the Americans with Disabilities Act (ADA) or Americans with Disabilities Act Amendments Act of 2008 (ADAAA) or any other applicable federal, state or local law, including those prohibiting discrimination and harassment.

Eligibility

All nonsupervisory, nonmanagerial employees who are hospitality or transportation workers working within the city limits of SeaTac are eligible for leave under this policy.

Reasons Sick Leave May Be Used

Eligible employees may use accrued sick leave for the following reasons:

- For an absence resulting from the employee's mental or physical illness, injury or health condition;
- To accommodate the employee's need for a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition;
- For the employee's need for preventive medical care;
- To provide care for a family member with a mental or physical illness, injury or health condition;
- To care for a family member who needs a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or
- To care for a family member who needs preventive medical care.

Reasons Safe Leave May be Used

Eligible employees may use accrued safe leave for the following reasons:

- When the employee's workplace has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material;

- To accommodate the employee needs to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material;
- For any of the following reasons related to domestic violence, sexual assault or stalking:
 - To enable the employee to seek legal or law enforcement assistance to ensure the health and safety of the employee or his or her family members including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;
 - To enable the employee or the employee's family member to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking;
 - To enable the employee to obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
 - To enable the employee to obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking, in which the employee or family member was a victim; or
 - To enable the employee to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or family members from future domestic violence, sexual assault or stalking.

Accrual of Sick and Safe Leave

Eligible employees accrue paid sick and safe leave at the rate of one hour of leave per every 40 hours worked.

Employees begin accruing paid sick and safe leave at the beginning of employment and are entitled to use the leave as soon as the hours are accrued.

Employees only accrue leave for hours worked in the City of SeaTac and may only use accrued sick and safe leave hours when working in SeaTac.

The Company will not count employees' use of sick and safe leave as an absence when evaluating absenteeism. Therefore, any use of sick and safe leave will not count as an "occurrence" under any Company policy.

Cash Out

If an eligible employee has not used all accrued sick and safe time by the end of any calendar year, the Company will pay a lump sum payment equivalent to the value of the unused sick and safe time.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees to care for medical conditions under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact Human Resources for information about other federal, state and municipal medical or family leave rights.

Confidentiality

The Company will treat as confidential records and documents relating to medical certifications or histories of covered employees and their family members and maintain them separately from employee personnel files.

Retaliation

The Company will not retaliate or tolerate retaliation against any employee who seeks or obtains leave under this policy, who makes a good-faith complaint about a violation of the SeaTac ordinance pertaining to paid sick and safe leave or who communicates with any person about such a violation. In addition, the

Company will not retaliate against any employee who informs another person about his or her rights under this policy.

Paid Leave - Tacoma

The Company provides eligible Tacoma employees with paid sick and safe leave in accordance with the requirements of the Tacoma Paid Leave Ordinance (TPLO). The company also complies with Washington's Paid Sick and Safe Leave Law (PSSLL) and will comply with all applicable requirements of the PSSLL that are more favorable to employees.

Eligibility

All employees (except for temporary employees supplied by a staffing agency or similar entity) who work more than 80 hours per calendar year starting on January 1 in Tacoma are eligible for leave under this policy. Once employees meet the 80-hour per year threshold, they will remain eligible to accrue sick and safe leave during that year and for one subsequent year.

Employees who are based outside of Tacoma but who work in Tacoma on an occasional, irregular basis ("Occasional Employees") are eligible for paid sick and safe leave if there is a reasonable expectation they will work more than 80 hours in Tacoma within a calendar year. When an Occasional Employee becomes eligible for paid sick and safe leave, they will be provided with an amount of leave equal to what the employee would have accrued for hours worked to date during the current calendar year. Once an Occasional Employee meets the 80-hour threshold, that employee remains eligible to accrue paid sick and safe leave during subsequent benefit years when the employee continues to do work in Tacoma. Employees who do not meet the 80-hour threshold may still be eligible for paid sick leave under PSSLL and in accordance with the Washington Paid Sick and Safe Leave policy that appears in this handbook.

Accrual and Use of Paid Sick and Safe Leave

Eligible employees begin to accrue paid sick and safe leave on February 1, 2016, or upon the first day of employment, whichever is later.

Eligible employees accrue paid sick and safe leave at the rate of one hour per every 40 hours worked in Tacoma, including overtime hours. For accrual purposes, salaried exempt employees will be assumed to work 40 hours in a week unless the employee's regular workweek is less than 40 hours, in which case sick and safe leave accrues based upon that regular workweek.

Employees may begin using accrued paid sick and safe leave on the 90th calendar day after the beginning of their employment with the Company.

Employees are not required to find an employee to cover their work when they take paid sick and safe leave. The Company will not count employees' use of sick and safe leave as an absence when evaluating absenteeism. Therefore, any use of sick and safe leave will not count as an "occurrence" under any company policy.

Reasons Sick and Safe Leave May be Used

Eligible employees may use accrued sick and safe leave for the following reasons:

- The employee's mental or physical illness, injury or health condition; to allow an employee to obtain a medical diagnosis, care or treatment for the same; or for an employee's need for preventive medical care; or
- To allow an employee to care for a family member with a mental or physical illness, injury or health condition; who needs to obtain a medical diagnosis, care or treatment for the same; or who needs preventive medical care.
- Bereavement for the death of a family member;
- The employee's place of business has been closed by order of a public official for any health-related reason;
- To care for a child whose school or place of care has been closed by order of a public official; or
- The employee or the employee's family member is a victim of domestic violence, sexual assault or stalking, and the employee needs time off to:

- Seek legal or law enforcement assistance to ensure the employee's or family member's health and safety, including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;
- Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking; or
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or family members from future domestic violence, sexual assault or stalking.

For purposes of this policy, "family member" means a child, grandparent, parent, grandchild, sibling, spouse or registered domestic partner. A "child" includes a biological, adopted or foster child; a stepchild; a legal ward; or a child for whom the employee is standing in *loco parentis* or as a de facto parent or legal guardian, regardless of age or dependency status. A "parent" includes a biological, adoptive, de facto, stepparent or foster parent or, or an individual who stood in *loco parentis* to an employee when the employee was a minor child. A "spouse" includes a husband, wife or registered domestic partner.

Requesting Paid Sick and Safe Leave/Documentation

If the need for leave is foreseeable, employees must provide the Company with a written request for sick and safe leave at least 10 days in advance or, if 10 days' notice is not feasible, then as far in advance as possible. When possible, the request must include the anticipated duration of the absence. If the need for leave is unforeseeable, employees must provide notice as soon as practicable and must generally comply with the Company's reasonable normal notice requirements or call-in procedures. In all circumstances, employees should specify that the requested time off is for sick or safe leave reasons, so that the absence may be designated accordingly.

If it is impracticable for an employee to provide notice of the need for sick and safe leave, another person can provide notice on the employee's behalf.

Verification of Absence

For absences exceeding three consecutive days, the Company may require employees to provide verification that their use of paid sick and safe leave is for an authorized purpose. Employees must submit any required verification within ten calendar days following the first day of paid sick and safe leave.

For Sick Time purposes, verification may include:

- A doctor's note or a signed statement by a health care provider indicating that the absence is for care of an employee or his/her family member (identifying the nature of the health condition is not required).
- Written notice of closure by order of a public official that the employee received regarding the employee's child's school or place of care.
- An obituary or a death certificate.

For Safe Time purposes, verification may include:

- A police report indicating that the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking,
- A court order of protection.
- Other evidence from the court or the prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual or assault or stalking.
- Documentation from any of the following persons from whom an employee or his or her family member sought assistance in addressing domestic violence, sexual assault, or stalking indicating that the employee or the employee's family member is a victim:
 - An advocate for victims of domestic violence, sexual assault, or stalking,
 - An attorney,
 - A member of the clergy, or
 - A medical professional.

- An employee's written statement that the employee or his or her family member is a victim of domestic violence, sexual assault or stalking,.

If an employee fails to return requested verification within the timeline described in this paragraph, and does not assert (pursuant to the following paragraph) that obtaining the requested verification would result in an unreasonable burden or expense, PSSSL may be denied or delayed.

If an employee anticipates that providing required verification will create an unreasonable burden or expense on the employee, the employee can provide an oral or written explanation that: (1) the employee's use of PSSSL was for a permissible use of paid sick and safe leave; and (2) how the required verification creates an unreasonable burden or expense on the employee. Within ten calendar days of the employee providing an explanation to the Company, the Company will make a reasonable effort to identify and provide alternatives for the employee to meet the verification requirement in a manner that does not result in unreasonable burden or expense on the employee.

An employee whose use of sick and safe leave is not in good faith, such as a clear instance of abuse, may be subject to discipline, up to and including termination.

Compensation

Pay for sick and safe leave is calculated based on the hourly rate an employee would have earned during the time leave was taken, or minimum wage, whichever is greater .

Leave Carryover

Unused paid sick and safe leave may be carried over from year to year, up to a maximum carryover amount of 40 hours. At the end of the calendar year any unused sick and safe leave above 40 hours will be forfeited.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees to care for medical conditions or issues related to domestic violence under federal, state or municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for the other law are met. The Company is committed to complying with all applicable laws. Employees should contact Human Resources for information about other federal, state and municipal medical, family or domestic violence leave rights.

Confidentiality

The Company will treat as confidential records and documents relating to medical certifications or histories of covered employees and their family members and will maintain them in accordance with federal, state and local medical privacy laws. The Company will also treat records and information about an employee or an employee's family member related to domestic violence, harassment, sexual assault, stalking or other safety-related issues as confidential and will not release such records without express written permission from the employee, unless otherwise required by law.

Separation from Employment

Compensation for accrued and unused paid sick and safe leave is not provided upon separation from employment for any reason.

Former employees who are rehired within one year of their separation from employment will have previously unused paid sick and safe leave reinstated, and the hours they worked during the previous period of employment will be counted for purposes of determining eligibility to use sick and safe leave. If the period of time an employee is separated from employment extends into a subsequent calendar year, the amount of accrued but unused paid sick and safe leave reinstated will be capped at 40 hours.

Retaliation Prohibited

The Company will not retaliate or tolerate retaliation against any employee who exercises their rights under the TPLO, such as seeking or obtaining leave under this policy, filing an action, or instituting or causing to be instituted any proceeding under or related to the TPLO, exercising the right to paid sick leave, or testifying or intending to testify in any such proceeding related to any rights provided under the TPLO.

Military Family Leave

In accordance with the Washington Military Family Leave Act (MFLA), Access Healthcare LLC will provide employees who are the spouse of a military member up to 15 days of leave from work for each deployment when the military spouse is deployed or called up to active duty. The leave may be used prior to the deployment, or during the period when the military spouse is on leave during the deployment.

As used in this policy:

- **Spouse** includes same-sex spouses and state-registered domestic partners.
- **Military member** means a member of the U.S. Armed Forces, National Guard, or reserves.

To be eligible for such leave, you must work 20 or more hours per week.

To take military family leave, you must provide notice of intention to take leave within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

The leave provided under this policy is unpaid; however, you may substitute any available paid leave. You may split the 15-day leave between different periods of time (pre-deployment or while the military member is on leave during deployment). The total number of days of leave, however, cannot exceed 15 days per deployment.

The Company may count FMLA-qualified leave related to a deployment as state MFLA leave if the leave is taken before the deployment, or during any period when the military spouse is on leave from deployment.

You will be allowed to continue available group health benefits at your own expense.

Upon return from leave, you will be restored to your prior position.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Family and Medical Leave Insurance

Washington State's Paid Family and Medical Leave program is a mandatory statewide insurance program that provides most employees in Washington with paid time off to give or receive care. The program is administered by the Washington Employment Security Department (ESD) and is funded by premiums paid by both employees (through payroll deductions) and/or employers, depending on the size of the employer.

This program allows eligible employees to take up to 12 weeks of paid time off to:

- Welcome a child into their family (through birth, adoption, or foster placement).
- Deal with a serious illness or injury.
- Care for a seriously ill or injured relative.
- Prepare for a family member's pre- or post-deployment activities, or deal with childcare issues related to a family member's military deployment.

In certain cases, eligible employees may be entitled to up to 18 weeks of leave.

Eligibility

To be eligible for Paid Family and Medical Leave you must have:

- Worked at least 820 hours (or about 16 hours a week) in Washington during the qualifying period. The 820 hours are cumulative, regardless of the number of employers or jobs you have had during the year. All paid work in Washington over the course of the year counts toward the 820 hours, including part-time, seasonal, and temporary work.
- Experienced a qualifying event. Qualifying events include:
 - Your own, or a family member's, serious health condition.
 - The birth, adoption, or foster placement of a child with you.

- A qualifying exigency under the federal Family and Medical Leave Act (FMLA).

Requesting Leave

If the need for leave is foreseeable, provide 30 days' written notice of your intent to take leave. Notice must contain at least the anticipated timing and duration of leave. When unforeseeable, provide written notice as soon as practicable.

Failure to provide proper notice may result in the denial of leave for a period of time equal to the number of days that notice was insufficient.

Questions and Applying for Benefits

While on leave, you are entitled to partial wage replacement benefits. The weekly benefit range is up to 90 percent of your weekly pay, depending on your income. Your wage replacement benefits are determined and paid by the ESD.

If you have questions regarding this policy, contact Human Resources. If you are eligible for Paid Family and Medical Leave benefits, apply through the Washington Employment Security Department (ESD) online application at <https://paidleave.wa.gov/https://paidleave.wa.gov/>.

If leave is being taken due to your own serious health condition or the serious health condition of a family member, certification from a health care provider will be required. Certification must include:

- The name, address, telephone number, and contact information of the health care provider and type of medicine the health provider is licensed to practice;
- The anticipated duration of leave;
- Other information as requested by the ESD to determine eligibility for the qualifying event.

The information must also include either:

- For medical leave, information from a health care provider that the employee has a serious health condition; or
- For family leave, information sufficient to establish that the family member has a serious health condition requiring physical or psychological care.

If leave is taken to bond with your child after birth or placement, the ESD may request a copy of:

- The child's birth certificate;
- Certification from a health care provider;
- Court documents to show placement; or
- Other reasonable documentation to substantiate the qualifying event.

If leave is taken because of a qualifying military exigency, you will be required to provide documents or information such as:

- Active duty orders;
- The approximate dates in which leave will be needed; or
- Other information to substantiate the qualifying event.

The ESD may also request documentation or information from you that is sufficient to establish the familial relationship for the purposes of benefit eligibility.

Leave Duration

Eligible employees may take up to 12 weeks of paid leave per year. If you give birth to a baby, you qualify for up to 16 weeks of paid leave. If you experience complications from pregnancy, you may qualify for up to 18 weeks.

If leave is taken to bond with a new child, leave must be taken during the first 12 months following the

child's birth or placement.

Paid Family and Medical Leave may be used intermittently rather than all at once.

Health Insurance

Your health insurance will remain active while you are on leave. If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost during your leave.

Interaction with Other Laws

If you are eligible for both Paid Family and Medical Leave and federal FMLA leave, they will run concurrently. You will not be required to use accrued paid leave.

Your use of federal FMLA leave or other available leave does not diminish your available Paid Family and Medical Leave benefit. You may use multiple leave options consecutively.

You will not be required to use other leave before using Paid Family and Medical Leave.

Job Restoration

Upon return from leave, you will be returned to your previous job or an equivalent job if:

- You worked for the Company for at least 12 months;
- You have worked for the Company for 1,250 hours in the 12 months before taking leave (about 24 hours per week, on average); and
- You are not a key employee (as defined under the FMLA) who:
 - Has been advised the denial of restoration is necessary to prevent substantial and grievous economic injury to the operations of the Company;
 - Has been provided written notification of the Company's intent to deny restoration on such basis at the time it is determined that the injury would occur; and
 - After the commencement of leave, failed to return to work after receiving the notice.

A **key employee** is a salaried, FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the Company within 75 miles of the employee's worksite.

Retaliation

The Company will not retaliate against employees who request or take leave under the Washington Paid Family and Medical Leave program.

Paid Sick Leave

Access Healthcare LLC provides paid sick leave to eligible employees in accordance with Washington's Paid Sick Leave Law.

Eligibility

All nonexempt employees are eligible for sick leave.

Reasons for Leave

Sick leave may be taken for the following reasons:

- To care for your own or a family member's mental or physical illness, injury, or health condition, including the need for medical diagnosis, care, or treatment, and preventive medical care.
- If and when the Company closes for a health-related reason or when your child's school closes for a health-related reason.
- For absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA).

Family member means:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom you stand in loco parentis, are a legal guardian, or are a de facto parent, regardless of age or dependency status;
- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of you or your spouse or registered domestic partner, or a person who stood in loco parentis when you were a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild; or
- A sibling.

Accrual and Usage

Eligible employees accrue one hour of sick leave for every 40 hours worked. New employees begin accruing sick leave on their first day of employment. For purposes of this policy, the leave year is calendar year. You will not accrue sick leave while using sick leave.

You may begin using sick leave on your 90th day of employment, and you may carry over up to 40 hours of accrued, unused sick leave to the following leave year.

Notice

If the need for leave is foreseeable, you must provide notice at least 10 days, or as early as practical, before the first day sick leave is used. If unforeseeable, provide notice as soon as practical before the required start of your shift. If known, notice should include the expected length of the absence.

Documentation

For absences exceeding three days, you may be required to provide verification that your use of sick leave is for an authorized purpose. Verification must be provided within 10 days after the first day of absence. Verification may not be required if it results in an unreasonable burden or expense to you and may not exceed privacy or verification requirements otherwise established by law.

Interaction with Other Leave

You may be required to use available sick leave during family and medical leave, disability leave, or other statutorily-authorized leave that would otherwise be unpaid.

Payment Upon Termination

You will not be paid for any unused sick leave when your employment ends.

Reinstatement of Sick Leave Upon Rehire

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired within 12 months.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Access Healthcare LLC Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the CEO of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Access Healthcare LLC.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources.

Signature

Date

Print Name