

EMPLOYEE HANDBOOK

Health Care Associates (HCAs)

EMPLOYEE HANDBOOK “RECEIPT AND ACKNOWLEDGMENT”

Instructions to Health Care Associate (HCA) Employee

1. Please read this “Employee Handbook Receipt and Acknowledgement” page.
2. Complete the Acknowledged and Agreed section below, including your signature.
3. Remove this page and return it to your Branch Manager.

I have received a copy of the Employee Handbook for ATC Healthcare Services, Inc., and I understand that I am responsible for reading, becoming familiar with and abiding by its contents.

I understand that any of the provisions of this Employee Handbook may be changed, modified or deleted by ATC Healthcare Services, Inc. at any time.

I understand that neither this handbook nor any other written or oral communications by a management representative, in any way, creates a contract of employment. I understand and agree that my employment relationship with the Company is “at-will,” and may be ended either by the Company or me at any time for any reason.

I understand that no person other than the President or Chief Executive Officer of ATC Healthcare Service, Inc. is authorized to make any agreements that differ from the provisions of this Employee Handbook and if such agreement is made, it must be in writing by the President or Chief Executive Officer.

Acknowledged and Agreed

Employee Name (please print): _____

Branch or Department: _____

Employee Signature: _____

Date: _____

Please remove this page and return it to your Branch Manager.



EMPLOYEE HANDBOOK

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Welcome

To ATC Healthcare Services, Inc.

We are pleased that you have joined ATC Healthcare Services, Inc. This handbook has been designed to assist you in what we hope will be an exciting career with one of the premier national healthcare staffing companies. Contained within this handbook includes information regarding the benefits currently offered to employees and summaries of some of the personnel policies and standards necessary for ATC to maintain its commitment of quality service to the healthcare industry.

Please read your handbook carefully and keep it for future reference. If you have any questions, please do not hesitate to discuss them with your Branch Manager or the Human Resource Department.

We believe that our continued success depends upon the quality and performance of our team of people. Our commitment to quality service begins with you!

Welcome Aboard!

Sincerely,

Joseph A. Travella

Joseph A. Travella
Vice President of Human Resources

Introduction

This Handbook is designed to acquaint you with ATC Healthcare Services, Inc. (referred to herein as the Company) and to provide you with general information about conditions of employment, guidelines on some of the policies and procedures affecting Company employees and information regarding current benefits offerings. It describes many of your responsibilities as an employee. You should read, understand and comply with all of the provisions of this Handbook.

Mission Statement

ATC Healthcare Services, Inc. is a diversified service organization comprised of a cohesive team of innovative people dedicated to providing the highest quality situational staffing services with the greatest value.

Our goals are to improve current services and develop new services tailored to the needs of the clients, Healthcare Associates and markets we serve in order to maximize our contribution to the achievement of each individual's or organization's objectives.

Operating Principles

- ◆ Conduct and manage our business ethically
- ◆ Commit to continuous improvement
- ◆ Foster an environment conducive to maintaining open communication
- ◆ Recruit, develop, reward and support achievement oriented people who demonstrate high levels of performance
- ◆ Encourage initiative, creativity, responsibility and a sense of urgency in each staff member
- ◆ Provide an acceptable rate of return

No-Discrimination

ATC Healthcare Services, Inc. is an Equal Employment Opportunity employer and does not discriminate against any applicant or employee because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected by federal, state or local laws. If you believe that you have been discriminated against, please notify your Branch Manager or the Vice President of Human Resources immediately. You may report an incident without fear of reprisal or retaliation. Reports will be investigated and corrective action will be taken where appropriate.

No Contract

This Handbook cannot anticipate every possible situation that may occur or answer every question about Company policy. It is a summary of the policies and procedures in effect at time of publication and serves as general guidelines. This Handbook is not a contract nor is it intended to create contractual obligations of any kind either upon you or ATC Healthcare Services, Inc.

If you have any questions, please contact your Branch Manager. As the Company reviews its policies and procedures, it may from time to time revise, change, add, modify, or cancel policies, procedures and benefits described in this Handbook. The determination to do so and the changes that may be made from time to time, are within the sole and absolute discretion of ATC Healthcare Services, Inc.'s management, and may be done with or without prior notice.

Employment At-Will

The employment relationship between employees and ATC Healthcare Services, Inc., its parent Company, licensees, subsidiaries, and affiliate companies is "at-will". This means that ATC or the employee may end the employment relationship at any time with or without reason.

Job Assignments

ATC will market and seek to secure per-diem or contract work assignments and assign qualified Healthcare Associates to fill such assignments. ATC cannot guarantee any specific number of hours or shifts and you are not required to commit to a mandatory number of hours or shifts. However, if you agree to accept an assignment, you will be held responsible for reporting for duty as committed.

Client Relationship

In the event a Healthcare Associate does not exhibit acceptable job performance or conduct in a job assignment, a determination may be made not to utilize the Healthcare Associate in future assignments. Disclosure of the reason for any such decision is at the sole discretion of the client and without the express permission of the client, no statement of reason will be available from ATC or the client. If a Healthcare Associate has concerns regarding a client facility, he/she should bring them to ATC's attention and allow the Company to investigate the matter.

Compliance

You are required to maintain your license, credentials and JCAHO in-service requirements current in order that ATC may refer you. All Healthcare Associates are required to abide by the respective policies and procedures of the clients to which they are assigned.

Hiring Process

Each employee is required to successfully complete the Hiring Process. This includes, but is not limited to:

- ⇒ Completion in full of an employment application and all required employment forms
- ⇒ Successful physical examination, drug screening and criminal background check (where required)
- ⇒ Verification of professional and personal references®
- ⇒ Skills test (as mandated by JCAHO and/or required by client or legislative authority)
- ⇒ JCAHO mandatory in-service education classes (for patient care providers)
- ⇒ Hepatitis B status (documentation of declination statement or vaccination series)
- ⇒ Verification of current and valid license and/or certification
- ⇒ Verification of current and valid CPR certification (for patient care providers)
- ⇒ Acknowledgement of all company General Safety Rules

If an employee does not provide a necessary consent or release in order for information to be obtained by ATC or as required for placement with a client(s), or if it is discovered that information provided is false, or if there are material omissions of information, then ATC reserves its right in its sole discretion to rescind the offer of initial employment or terminate the services of a Healthcare Associate if employment has already begun.

Personal Information Changes

It is the responsibility of all employees to immediately notify the Branch Manager of any changes in personal information or status. Examples include, but are not limited to: name, address, marital status, telephone number, number of dependents, emergency contact, educational accomplishments, license or certification suspension or revocation, or any other changes in status or personal information.

Employment Applications

ATC relies upon the accuracy of all information that you provide in the employment application as well as the accuracy of all other information that you present throughout the Hiring Process and the employment relationship. This includes, but is not limited to prior employment, reasons for leaving previous employment positions, education, verification of licenses, convictions, certifications, permits, professional and personal references, etc. All information is subject to verification.

Your employment application and all other forms must be completed fully and signed. Any misrepresentations, falsifications or material omissions in any manner, whether on employment forms or verbally, may result in the offer of employment being rescinded and your being excluded from further consideration for employment. If the falsification, misrepresentation or omission is discovered after you have been hired, you are subject to termination from employment.

Immigration Law Compliance

ATC Healthcare Services, Inc., in conformance with the federal Immigration Reform and Control Act of 1986 as amended, is committed to employing only United States citizens and legal aliens who are authorized to work in the United States. The Company does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Act each new employee (including former employees who are re-hired) must, as a condition of employment, complete the Employment Eligibility Verification Form I-9 and present documentation within 3 days of employment establishing identity and employment eligibility.

Employment Reference Checks

Providing satisfactory employment references is required as part of the Hiring Process. To ensure that individuals who join ATC Healthcare Services, Inc. are appropriately qualified and have a strong potential to be productive and successful, it is Company policy to verify the employment and references of all applicants for employment.

This may be done by telephone, mail or both. If the Company does not receive satisfactory references, and/or if references are not received in a timely manner, the Hiring Process is considered incomplete and the employment offer may be rescinded or employment ended by the Company.

Criminal Background Investigation and Drug Testing

As a condition of employment and prior to being assigned to any of ATC's client facilities, you are required to: a) sign a statement authorizing ATC to investigate and examine any criminal records that may be on file; and, b) sign a "Drug Screen Authorization and Consent" form, which includes requiring a drug screen test whenever an on-site-job accident or injury is reported.

Conviction of a crime is not necessarily a bar to employment. In the event the branch requires a criminal background check and/or drug test, any positive result may be grounds for rescinding the offer of employment, or termination if the results are received after the employee has been employed.

In the event a client facility requires Healthcare Associates who will be assigned there, to undergo a criminal background investigation and/or drug testing as a condition(s) for assignment, ATC will comply with the client facility's requirements and assign only those Healthcare Associates who meet these requirements. You will be informed of the client's requirement. If you choose to decline to undergo the criminal background check and/or drug screening, you will not be placed in that client facility, and you may not be eligible for placement at any of ATC's other client facilities.

Results of the background investigation or drug test will be kept confidential. Results will only be shared with the client facility if requested and only after you have authorized its release. If drug test results are positive, you may be subject to disciplinary action up to and including

Criminal Background Investigation and Drug Testing (Con't)

termination. If a criminal background check reveals a prior conviction(s), an administrative determination will be made as to your continued employment.

ATC Healthcare Services, Inc. reserves its rights to modify this policy at any time to require more extensive testing and background checking.

No-Harassment

ATC Healthcare Services, Inc. is committed to a policy where our employees are free of unlawful harassment. Actions, words, jokes, or comments based upon an individual's race, color, religion, national origin, sex, age, disability, or other characteristic protected by federal, state or local laws is in violation of Company policy. If you feel you have been subjected to harassment, you should promptly report the matter to your Branch Manager or ATC's Vice President of Human Resources who will undertake an investigation of the allegation. You may raise your concerns or make a report without fear of reprisal.

Sexual Harassment Policy

While all forms of harassment are prohibited, ATC Healthcare Services, Inc. specifically prohibits sexual harassment in the workplace. It is a form of sex discrimination.

The courts and the EEOC define sexual harassment as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- ◆ Submission is made explicitly or implicitly a term or condition of employment
- ◆ Submission or rejection is used as the basis for employment decisions
- ◆ The conduct has the purpose or effect of substantially interfering with an individual's work or creates a hostile, intimidating, or offensive work environment

Anyone who feels they have been subjected to sexual harassment or who becomes aware of possible sexual harassment should report the matter at once to their immediate supervisor. Alternatively, the employee may report the matter directly to the Vice President of Human Resources.

ATC encourages employees to report any complaints in writing. Every report of actual or perceived harassment will be investigated and corrective action will be taken where appropriate. No one will be retaliated against for making a report under this policy. All such reports will be treated confidentially on a need to know basis. Violations of the sexual harassment policy by any ATC employee will not be permitted and may result in disciplinary action up to and including discharge.

Job Performance

Satisfactory feedback received from client facilities is essential to achieving a satisfactory job performance evaluation and for continued work assignments. Each Healthcare Associate's job performance is evaluated during and/or upon completion of each assignment.

The Branch Manager conducts the job performance evaluation. The following items are some of the criteria used to evaluate job performance:

- patient care treatment (if you are a patient care provider)
- attendance and punctuality
- personal appearance
- timely updating of credentials
- following ATC Company and client facility policies and guidelines
- communication with supervisors and client personnel
- reliability
- teamwork
- honesty

Pay Practices and Timekeeping

Paychecks are distributed each Monday. Paychecks are based upon the number of hours you have worked during the previous pay period.

While on active assignment and meeting eligibility requirements, you are covered under federal and state wage and hour laws including overtime provisions.

You are required to accurately record all working hours on an official ATC time slip. You must sign your own time slip and the assigned representative of the facility to which you are assigned must approve it. Time slips must be submitted weekly. You may not sign for another employee nor may you allow another employee to sign your time slip.

Individual and group time slips are official business records and must honestly reflect hours worked. If you intentionally submit inaccurate, forged or falsified time records, you will be required to reimburse ATC if you received pay based upon the falsified time slip. In addition, you will be subject to disciplinary action up to and including termination and possible legal action.

Pay Deductions and Corrections

The law requires ATC to make certain deductions from every employee's paycheck. Among these are applicable federal, state and local taxes. ATC must also deduct social security taxes on each employee's earnings up to the federally specified limit called the "social security wage base." ATC contributes a matching amount of social security taxes paid by each employee. You may make voluntary contributions to ATC's 401K Tax Deferred Savings Plan, or group insurance program through payroll deduction. ATC may be ordered to make deductions from

Pay Deductions and Corrections (Con't)

your pay when required by legal notice. Some examples of these include: wage garnishments, wage assignments, child care payments, etc. In the event ATC receives legal notification to make such deductions, you will be ineligible for *Quick Pay* advances.

In the unlikely event that you find an error in the amount of your pay or deductions taken, either too much or too little, you should promptly report the discrepancy to the attention of your Branch Manager. Your Branch Manager will review and verify the matter so that corrections may be made as quickly as possible. If there is an overpayment, you are obligated to immediately report and repay all overpaid monies.

Overtime

Healthcare Associates who are eligible, will be paid overtime at the rate of 1 and 1/2 times their normal hourly rate for approved overtime as provided for by federal and/or state law.

If an ATC client facility requests that you perform additional hours or an additional shift, or any form of overtime that was not pre-scheduled by your ATC branch office, you must notify your ATC representative prior to performing such additional work time.

Healthcare Associate Employee Benefits

ATC Healthcare Services, Inc. offers its employees a variety of exclusive benefits and protections under the law that independent contractors and employees of other temporary staffing companies do not provide.

The benefits listed are offered as of the date of this publication. This summary is a representation in general terms of the benefits offered. It is not to be construed as a contract of current or continued offerings or entitlements. Benefits offered are subject to change, modification, substitution or cancellation at any time without prior notice at the sole discretion of ATC Healthcare Services, Inc. For detailed information and specific eligibility requirements, please speak to your Branch Manager.

Please reference the "Brief Outline of Employee Benefits," which summarizes the following employee benefit plans, including eligibility requirements:

- > **Medical Plan**
- > **Dental / Vision Insurance Plan**
- > **Flexible Spending Accounts**
- > **Tuition Reimbursement Program**
- > **401(k) Savings Program**

Additional Employee Benefits

Workers' Compensation

In the event you sustain a work-related injury while on duty, you will be covered under ATC's Workers' Compensation insurance while actively on assignment. You must report the injury to your supervisor and your ATC branch office immediately.

Short Term Disability

In states where short-term disability coverage is statutorily required, such as, California, Hawaii, New Jersey, New York, Puerto Rico and Rhode Island, eligible employees only (not dependents) are covered for short-term disability benefits, as required by the applicable jurisdiction. Short-term disability insurance is meant to make-up for wage losses as a result of non-work related illnesses or injuries.

Professional Liability Insurance

While on duty, you will be covered under ATC's group professional liability insurance Policy.

Hepatitis "B" Vaccination

Hepatitis "B" vaccination is offered to HCAs who have the potential for exposure while on active assignment.

Discount Programs

Angelica Uniform Discounts

ATC has an exclusive arrangement with Angelica Image Apparel, one of the largest uniform manufacturers and retailers. You may order directly from Angelica's catalog using their toll free 800 number. Prices are discounted for ATC employees between 20% and 30%.

Other Discounts

Your branch office may have made arrangements with outside vendors that provide discounts for their respective products. Please check with your branch management for details.

Quick Pay Program

In order to administer the benefit of pay advances to Healthcare Associates, ATC has developed an advance pay program called “**Quick Pay.**” **Quick Pay** checks are not Payroll checks and no deductions are taken from them. Required deductions such as withholdings, taxes, etc. are taken on the Payroll check from the balance left after all **Quick Pay** advances have been subtracted from the weekly gross wages.

Healthcare Associates who are in good standing may receive a **Quick Pay** advance of their pay. However, HCAs with a voluntary or mandated deduction, such as, group insurance, wage garnishment, bankruptcy, child support, lien, levy, court order or a 401(k) saving contribution, that requires ATC to make payroll deductions and remittances, are not eligible to receive **Quick Pay** advances.

Quick Pay advance checks are generally for 70% of the gross wages earned, provided that the remaining 30% balance is sufficient to cover any deductions. (Note: 70% was selected since it represents approximately an employee’s full “net” pay after the usual payroll deductions are taken). If 30% is not sufficient to cover deductions, then the **Quick Pay** advance is limited to a lesser amount. If at the end of any pay period the HCA has a “negative adjustment,” that is, if the amount left over after **Quick Pay** advances have been subtracted is not sufficient to cover the required deductions, then the HCA assigns to ATC Healthcare Services, Inc. the right to adjust his/her withholding deductions to allow the Company to apply withheld amounts without creating a negative adjustment. **Quick Pay** checks are made payable to the employee only and not to “cash” or any third party.

When an HCA wishes to request a **Quick Pay** advance, he/she must present in person, the current time slip to the authorized ATC branch representative. The time slip must have the signature of the authorized client supervisor verifying the hours. The ATC branch representative will verify the time, and have a **Quick Pay** check made out to the HCA for an amount equal to the percentage corresponding to the gross wage shown above.

Family and Medical Leave

Under the Family and Medical Leave Act of 1993, as amended, eligible employees can apply for family or medical leave of absence of up to 12 weeks without pay. Leave must be relating directly to childbirth, adoption, childcare, or to care for a spouse, child, parent or for the employee’s own “serious health condition.” In order to be eligible, you must be an employee for at least 12 months and have worked at least 1,250 hours during the 12 months immediately prior to the leave request.

Medical documentation and a request form for FMLA leave are required 30 days in advance, where possible, in conformance with the requirements of the policy. In addition, you may also be eligible for short-term disability, if it is provided as a requirement in your state. Please see your Branch Manager for further details, eligibility and forms.

Personal Business

While you are on duty during work hours at a client facility as a Healthcare Associate, you may not conduct or perform tasks related to personal business. You may pursue your personal business and interests only during official meal or break time when you are considered off duty.

Use of Client Property

While on assignment, the use of client telephones for making outgoing calls or for receiving non-emergency personal calls is not allowed. As well, the use of client postage for personal mail and unauthorized use and/or appropriation of client property in any form including supplies and equipment is strictly prohibited.

Inactivation

“Inactive” status means that a Healthcare Associate will no longer be listed as “active” for possible job assignments. This may occur as a result of a number of factors including, but not limited to:

- The HCA not working for a period of six months
- HCA’s request to be placed on “inactive” status
- HCA (patient care provider) who fails to provide updated license or credentials
- HCA who conducts him/herself in an unprofessional manner and/or a manner that conflicts with ATC’s policies
- HCA who is involved in an activity that would negatively impact upon his/her ability to perform his/her job assignment or upon the good name of ATC and its ability to conduct business in that locale
- Suspension from duty
- Termination of services

If an employee is terminated or suspended from one branch of ATC, the employee may not apply for employment at another ATC branch.

Drug-Free Workplace/Drug and Alcohol Use

Under the provisions of the federal Drug Free Workplace Act, it is the policy of ATC Healthcare Services, Inc. to maintain a workplace that is free of illegal drugs and other intoxicating substances.

As a condition of initial and continued employment, ATC staff members at all times, while on assignment and/or while conducting ATC related business activity in any location, are prohibited from manufacturing, possessing, distributing, dispensing, selling, or using alcohol, illegal drugs and legal drugs, which are not prescribed for the employee, or any other intoxicating or controlled substance.

Drug-Free Workplace/Drug and Alcohol Use (Con't)

Except as otherwise permitted by law, the legal use of drugs prescribed for the employee is permitted while on assignment as long as it does not impair the employee's ability to perform essential job functions, render appropriate patient care in an effective and safe manner, or endanger the employee or others.

An employee need not be using the intoxicating substance while on duty to be in violation of this policy. Returning to duty after a meal or break period, or reporting at the beginning of the shift under the influence or intoxicated is prohibited. If an employee is suspected of being under the influence of an intoxicant of any kind, the employee may be asked to submit to a test to rule out the use of an intoxicant.

Should an employee be convicted of a crime, including any activity involving drugs or alcohol, the employee is required to inform ATC Healthcare Services, Inc. within 5 days.

Violations of this policy may lead to disciplinary action up to and including termination of employment, loss of professional license or certification and possible legal consequences. ATC Healthcare Services, Inc., its parent company, franchises and affiliated companies reserves its discretionary right to take administrative action deemed necessary with employees who violate this, or any policy.

Certain branches and client facilities may require Healthcare Associates to undergo drug screening as a condition of being assigned to them. Any Healthcare Associate who chooses not to undergo such a screening or who does not successfully pass such a screening may not be considered for assignment at those client facilities as well as any of ATC's other client companies.

ATC Healthcare Services, Inc. reserves its rights to modify this policy at any time to require more extensive testing.

Work Place Safety

You are expected to obey all safety rules and precautions, and to exercise caution in all work activities while on assignment. If you encounter an unsafe condition, you must bring it to the attention of your supervisor at your assigned facility immediately.

In conformance with ATC's Workers' Compensation policy, should you sustain a workplace injury, you must immediately notify your assignment supervisor and Branch Manager. If you are treated for a job related injury or obtain medication and are presented with a medical bill, you should forward the medical bill to your Branch Manager. Failure to comply with the above may delay the processing of your claim.

No-Solicitation

Employees are prohibited from soliciting or distributing written materials to ATC employees, franchise employees or others on client premises, franchise premises or ATC premises during working time. Non-employees may not solicit on ATC premises.

Employee Code of Conduct and Work Rules

By accepting a job assignment, Healthcare Associates agree to conduct themselves in a professional manner at all times and agree to abide by ATC's rules of conduct and work rules, examples of which are described below. This partial list is provided as a guide. Failure to abide by these guidelines may subject employees to disciplinary action, up to and including termination.

Personal Conduct

- ◆ You must treat patients in a dignified and professional manner.
- ◆ You may not engage in any activity or behavior that is, or appears to be, abuse of a patient.
- ◆ You may not exhibit inappropriate or unacceptable conduct.
- ◆ You may not discriminate against, or refuse to work with patients for any reason including race, color, religion, national origin, sex, age, disability, handicap or medical condition including HIV positive or AIDS, or any other characteristic protected by federal, state or local laws.
- ◆ You may not engage in manufacturing, possessing, distributing, dispensing, selling, or using alcohol, illegal drugs, legal drugs which are not prescribed for the employee, or any other intoxicating or controlled substance.
- ◆ You may not report for duty, or perform your work assignment if your ability to perform essential job functions and/or patient care is impaired.
- ◆ You may not engage in any financial transactions with patients.
- ◆ You may not engage in unlawful activity of any kind while on assignment.
- ◆ You may not have on your person or in your possession, a weapon of any kind while on assignment.
- ◆ You may not engage in gambling or playing games of chance while on assignment.
- ◆ You may not engage in fights, horseplay or any form of boisterous or disorderly conduct while on assignment.
- ◆ You must follow all ATC and client facility safety rules and precautions.

Attendance and Punctuality

- ◆ You shall report for duty on time as assigned.
- ◆ In the event you are not available after you have accepted a job assignment, you will promptly notify your branch giving enough time so that another HCA may be assigned in your place and the shift covered. You must check with your Branch Manager for branch policy.
- ◆ You may not trade or switch an assignment with another HCA without prior approval of your Branch Manager.
- ◆ You must record your time accurately and honestly and must obtain the appropriate signature from the client facility verifying your hours.

Attention To Duty

- ◆ You must perform all job tasks in a satisfactory manner.
- ◆ You must follow all the rules of the client facility.
- ◆ You must take normal precautions and observe safe and sanitary work practices at all times in all work assignments.
- ◆ You may not loiter, or attend to personal business while on assignment.
- ◆ You may not leave your work assignment or leave patients unattended without permission from your immediate supervisor.
- ◆ You must immediately notify your branch of any changes to personal information.
- ◆ You must submit medical documentation of continued ability to perform job functions if requested.

Honesty and Confidentiality

- ◆ You must be truthful in all statements and representations made verbally and in writing.
- ◆ You may not solicit tips, gratuities, or gifts from client facilities, patients, patients' families or companies doing business with ATC or clients.
- ◆ You must not create the impression of impropriety or otherwise compromise the integrity of ATC or the client facility or compromise ATC's name, reputation or ability to conduct business.
- ◆ You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client lists, employee lists, etc.
- ◆ You shall not appropriate, remove, or permit the appropriation or removal of client, patient or Company property of any kind for any unauthorized reason regardless of who the intended recipient is. This includes, but is not limited to, medications, narcotics, supplies, equipment, etc.

