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ISS POLICIES AND PROCEDURES

This manual is designed to provide basic guidance with regard to Innovative Staffing Solutions' (ISS) policies and procedures. This manual is not intended to address every circumstance, so if there is any uncertainty relating to a specific situation, you are responsible for obtaining clarification from ISS. Please understand that some of our policies and procedures are client specific as mandated by those individual clients.

SCHEDULING

ISS staffing coordinators will schedule all of your work assignments in advance unless you are specifically designated for "Self Scheduling" by ISS. The following parameters apply to the scheduling of your work assignments:

- You are not authorized to work for ISS unless we have confirmed your shift(s) **in advance** with you.
- **YOU ARE ONLY AUTHORIZED TO WORK THE SPECIFIC HOURS OF YOUR SHIFT!** You must receive advance approval from ISS to work outside the regular start and stop times of your shift.
- All schedules must be **directly** confirmed with ISS either verbally or through e-mail (family/friends/voice messages are not acceptable for shift **confirmation**).
- Most shifts include a **mandatory ½ hour meal break**. You may not work during this mandatory break without specific advance approval from ISS.
- You may not work more than 40 hours in any work-week without **specific advance authorization** from ISS.. Any unauthorized work, including unauthorized overtime, **WILL NOT BE PAID BY ISS** because you were not working for ISS at that time.

Employees that Self Schedule must comply with the specific requirements of your Self Scheduling arrangement with ISS.

EMPLOYEE CANCELLATIONS

We expect that you have evaluated all relevant factors **PRIOR** to accepting shifts with ISS. Once you have accepted shifts from ISS, we expect that cancellations will occur infrequently and only due to unforeseeable circumstances that prevent you from meeting your commitment to ISS and our client. **IT IS ABSOLUTELY IMPERATIVE THAT YOU NOTIFY ISS AS SOON AS YOU BECOME AWARE OF THE NECESSITY TO CANCEL A SHIFT!**

- Cancellations made less than one business day before your shift starts put extreme pressure on all parties involved and should be avoided if at all possible.
- **DO NOT call the client directly to cancel a shift!** Always call ISS.
- We expect you to provide appropriate details concerning your necessity to cancel. We also expect the reason for your cancellation to be appropriate in the circumstances. Inappropriate reasons, or a failure to provide a reason when you cancel, will result in a personnel action which may include termination.
- **A NO CALL/NO SHOW generally results in immediate termination.**
- **EXCESSIVE CANCELLATIONS will result in termination.**

CLIENT CANCELLATIONS

Be assured that the management at ISS makes every effort to work with our clients in an effort to minimize client cancellations. Notwithstanding our best efforts there will always be client cancellations, some of which are simply unavoidable.

- Most clients are required to provide a minimum of two-hours' notice for a cancellation. If ISS receives such notice and contacts you or attempts to contact you promptly (which may be a few minutes less than two hours before the shift starts if we receive the client call almost exactly two hours in advance), inconvenience pay is **not** due.
- We will make every effort to contact you promptly after we learn about the cancellation, however we will have met our obligation by attempting to call you even if we are unable to make contact with you. It is recommended that you re-confirm your shift and/or check your voice mail approximately 1 ½ hours before your shift starts if you have any concern about client cancellations.
- If our client cancels a shift on less than two-hours' notice, you will receive inconvenience pay equivalent to two hours of pay for that shift at the **regular rate**.
- Our clients (and therefore ISS) generally reserve the right to cancel the remaining portion of a shift without penalty if you have worked at least 4 hours. You must confirm the client-specific policy directly with ISS in the unlikely event of the cancellation of a portion of your shift.

LATE ARRIVALS

Please appreciate that a late arrival creates a lot of tension and anxiety for both ISS and our client.

- **AS SOON AS YOU BECOME AWARE THAT YOU *MAYBE* LATE, CALL ISS. DO NOT WAIT UNTIL THE LAST MINUTE TO CALL!!!** If you don't have a cell phone and are on the way, stop and find a pay phone.
- **DO NOT CALL THE CLIENT, CALL ISS!**

A LATE ARRIVAL WITHOUT ADVANCE NOTIFICATION FROM YOU MAY RESULT IN AN EMPLOYMENT ACTION INCLUDING TERMINATION!

LATE CALLS

If you are called after a shift begins and asked to work, you will be paid an amount specifically agreed between you and ISS. You will not necessarily be paid for the entire shift depending upon specific circumstances. Please make sure you clearly understand the payment arrangements agreed upon with ISS. We will document this in our computerized scheduling system at the time you accept the late call.

PAYROLL

Our payroll week begins with the **day shift on Sunday** and ends after the **night shift on Saturday**. Please **fax** your timesheet **immediately after your shift ends**. Please understand that many of our clients assume each weekly billing is complete. Late timesheets can cause Medicare and Medicaid billing problems and create frustration for our clients. Last but not least, late timesheets **delay your paycheck!**

TIMESHEETS

Treat your timesheet the same way you treat a personal check – complete them **CLEARLY, COMPLETELY AND ACCURATELY!**

- If your shift is not recorded accurately in our computerized scheduling system (including any changes) **BEFORE YOU SUBMIT YOUR TIMESHEET**, there will be a delay in processing your paycheck.
- Don't submit an incomplete or hard to read timesheet – throw it away and start over! **WE WILL NOT PROCESS AN ILLEGIBLE OR INCOMPLETE TIMESHEET!**

- Make sure **YOU SIGN** the timesheet.
- Make sure the client **SUPERVISOR** signs the timesheet. Never have another ISS employee sign your timesheet, even if he or she is your shift supervisor! It is your responsibility to assure you obtain a client supervisor signature.
- You will be paid the **LOWER** of (i) the number of hours in the TOTAL HOURS box or (ii) the calculation of hours based on start and stop times (including a mandatory meal break unless otherwise specified).
- The **SHIFT DATE FOR A NIGHTSHIFT IS ALWAYS THE DATE BEFORE MIDNIGHT, EVEN WHEN YOU START LATE AND THE ACTUAL START TIME IS THE NEXT MORNING**. Make sure you use the NIGHT SHIFT **DATE** if you are scheduled for a NIGHT SHIFT regardless of your actual start time.
- Report your time in quarter hour increments only.
- Timesheets submitted 15 or more days after the shift date will not be paid until we can re-verify you worked that shift with the facility. This will delay your paycheck.

CLIENT COMPLAINTS

All complaints received by ISS from a client will be promptly investigated. You will be required to provide a written statement with regard to any client complaint concerning your job performance. ISS will provide you with a written determination upon the conclusion of our investigation.

ABUSE AND NEGLECT

Policy

It is the policy of Innovative Staffing Solutions, Inc. to ensure that service will be free of physical, verbal, psychological, sexual abuse and neglect. Persons serviced by Innovative Staffing, Inc., will be treated with respect and dignity. Any form of abuse or neglect is strictly prohibited.

Definitions

Physical Abuse: Includes, but is not limited to shoving, striking or kicking a person serviced, unauthorized restrictions of freedom of movement (i.e., restraint, seclusion).

Verbal Abuse: Includes, but is not limited to teasing, ridiculing, and scolding, speaking harshly or rudely, laughing at or using profane or abusive language toward the person serviced.

Sexual Abuse: Includes any sexual activity between staff and persons serviced, or non-consenting sexual activity between persons to include staff persuading, enticing and /or encouraging sexual activity between one or more unwilling persons.

Psychological Abuse: The use of non-verbal expressions or actions in such a manner that subjects a person to ridicule, humiliation, scorn or contempt.

Neglect/Mistreatment: Includes, but is not limited to the failure to provide the person with food, clothing, and medical care, assistance with personal hygiene, supervision and clean and safe environment.

Exploitation: The unfair use of an individual to one's own advantage.

Comments

- All staff/ consultants share the responsibility of assuring that all persons receiving services are free from abuse or neglect.
- All Persons serviced should be treated with respect and should not be demeaned, belittled or degraded.
- Innovative Staffing Solutions, Inc. will not hire individuals with a conviction or prior employment history of child, elderly, or any abuse, neglect or mistreatment. Reference of past employment will be checked as per federal, state, and local rules and regulations.
- Innovative Staffing Solutions, Inc., will actively and aggressively investigate all allegations of abuse/ and or neglect. At the time of the report, investigation procedures are to be followed.

- Immediately upon observation or discovery of abuse or neglect, a report to the Executive Director or immediate supervisor must be made. Failure to report will result in disciplinary action up to, and including, termination.
- Staff will ensure that medical/nursing attention is provided immediately as needed for treatment of possible trauma.
- Guardian/advocates and/or care coordinators, case managers, and appropriate state agencies must be notified as per federal, state, and local rules and regulations.
- A preliminary decision regarding this allegation shall be made within five (5) calendar days of the allegations unless doing so would violate protective service procedures. A final written report must be completed within 7 days from the incident.
- All staff will receive instruction/training in preventing and reporting abuse, mistreatment or neglect of persons on at least an annual basis as well as instructions in the appropriate approaches to managing persons with Alzheimer's and Parkinson's disease.
- Any person who is subjected to retaliatory action upon making a report of individual abuse, neglect or exploitation, or whose report is ignored without cause, shall immediately contact the Executive Director. Any employee found guilty of retaliatory action may be subject to disciplinary action.

DRUG AND ALCOHOL-FREE WORKPLACE

Background

The Federal and State governments, by legislative enactment and executive order, have extended drug and alcohol free workplace requirements to include employees of companies such as ours that perform services for them.

Private business organizations, which are regulated by Federal and State agencies, have also extended their alcohol and drug free workplace rules to include our employees while present on their premises or while working with their employees.

To continue doing business with governmental agencies and the regulated sector of private industry, Innovative Staffing employees will be subject to more frequent random testing that previously experienced.

For that reason, the following policy will be in full force and effect:

Information

Is the intent of Innovative Staffing Solutions to ensure a workplace which is safe and free from the destructive influence which would result from exposure to the manufacture, distribution, dispensing, possession, or use by any employee of any controlled substance.

To maintain this alcohol and drug free workplace, Innovative Staffing will:

- Assure that all management personnel, supervisors, and each employee are aware of this policy.
- Not tolerate violations of this policy and forbid employees from showing up or occupying premises or work sites while under the influence of any controlled substance, or alcohol, or from manufacturing, distributing, dispensing possessing or using any drug or alcohol during work hours.
- Consider that finding any measurable amount of illegal drug or intoxicant in the body deemed high enough to constitute proof of impairment may be grounds for immediate termination.

Action

Each employee of Innovative Staffing solutions is hereby notified that by reading this policy, that alcohol and drug abuse in the workplace during working hours is prohibited. All applicants for employment and employees of Innovative may, as a condition of employment or continued employment be required to submit to an alcohol and/or drug screening test at the discretion of the company, at the discretion of Federal and State agencies by which we are engaged or at the discretion of any other client of the company maintaining or required to maintain a alcohol and/or drug free workplace.

Innovative Staffing recognizes alcohol and drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to seek appropriate guidance and counseling. Conscientious efforts to seek help will not jeopardize any employee's job and will not be noted in any personnel record.

Employees convicted of violating Federal or Non-Federal criminal drug statutes on our workplace or client job sites may be terminated from employment by the company.

Employees shall immediately notify an officer, manager or supervisor of Innovative Staffing or notify a law enforcement agency concerning any employee who is or appears to be in violation of this policy while on or near company or client property. This would include offices of Innovative Staffing and any other offices or work sites to which employees are assigned. This would also include travel to and from assignments during work hours.

Employees convicted of a drug abuse crime which took place on or near the workplace and during working hours shall notify Innovative Staffing of such convictions within (5) days of the date of that conviction. By law, Innovative Staffing must take action on a pending case with thirty (30) days of notification and inform the client or government agency of that action.

The word "drug" includes but is not limited to, marijuana, hashish, heroin, cocaine, PCP, crack, hallucinogens and depressants/stimulants not prescribed by a licensed physician for an immediate personal health circumstance, as well as those substances listed in Schedules I through V of Section 202 of the Controlled Substance Act, 21 USC 812.

Each employee may be subject to the request by an authorized representative of any client that is required by law to maintain an alcohol and/or drug free workplace, or by Innovative Staffing to submit to screening and/or testing.

Refusal by any employee to submit to screening and/or testing for detection of alcohol or drug use/abuse shall be grounds for disciplinary action to include termination of employment at the discretion of Innovative Staffing.

Each employee will be furnished a copy of this statement prior to starting work. This information will also be included in each company orientation session. Signature of acknowledgement of this and all policies and procedures will be a condition of employment with Innovative Staffing Solutions.

Purpose

Innovative Staffing Solutions takes this policy regarding an Alcohol and Drug – Free Workplace seriously. It not only makes good business sense, but it makes sense for the health and well being of all Innovative Staffing employees and clients' patients that are serviced by these dedicated professionals.

COMPLIANCE WITH REGULATIONS

ISS is committed to provide a workplace environment free from any type of (i) sexual harassment, (ii) drug or alcohol abuse, (iii) discrimination or (iv) hostile activity.

- **Sexual Harassment** - is defined as the actual or perceived unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a nature where (a) acceptance of employment is based upon acceptance or denial of those sexual advances, (b) submission to or rejection of such conduct by an individual is used as the basis for employment actions or (c) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an offensive, hostile or intimidating work environment.
- **Drug or Alcohol Abuse** – is defined as reporting to work under the influence of, or impaired by, any controlled substance or alcohol; as well as manufacturing, distributing, dispensing, possessing or using such alcohol or controlled substance in the workplace.
- **Discrimination** - is defined as basing any aspect of employment on race, color, religion, sex, national origin, ancestry or physical or mental disability.

- **Hostile Activity** – is defined as any workplace conduct that could reasonably be perceived by someone as threatening, intimidating or hostile for the purpose of causing mental anguish or physical harm.

Any employee accused of such conduct will be immediately suspended from duty and the circumstances of the allegation will be promptly and thoroughly investigated. Relevant parties will receive a written determination from ISS as soon as practicable. ISS has a **zero tolerance policy** with regard to the above conduct. Any employee determined by ISS to have violated this policy will be immediately terminated and reported to appropriate law enforcement, regulatory and licensing authorities.

YOUR OBLIGATIONS TO ISS

- You must always bring to each assignment your (i) original license, (ii) original CPR card, (iii) ISS ID badge and (iv) a government issued photo ID (e.g. Drivers' License)
- Your attire must be appropriate for your specific work assignment.
- Drug and/or alcohol abuse will not be tolerated and will result in immediate suspension of duty and other appropriate action. You agree to take a drug/alcohol test if requested by ISS or its client based upon reasonable cause.
- Always exhibit a professional demeanor and **NEVER ARGUE** with anyone while on duty. If the matter is urgent, ask to take a brief break and call ISS. ISS management will immediately intervene on your behalf if appropriate.
- Once you have reported for duty you must not leave your assignment until relief has arrived or your supervisor specifically authorizes you to leave. Abandonment of your patient(s) will result in immediate termination, and you will be reported to the appropriate licensing authority.
- It is your responsibility to assure that ISS has up-to-date copies of all required credentials and documentation on file. Some documentation is client specific.
- You agree that you will not accept employment with an ISS client within ninety (90) days after the most recent shift you worked for such client.
- You must report all work-related injuries **IMMEDIATELY** to your facility supervisor, and to ISS as soon as practical, but always within 24 hours of the incident. You must also provide a written report of the circumstances surrounding your work-related injury within three (3) days of the incident. Failure to properly report a work-related injury could result in the denial of Workers' Compensation benefits.
- You are not authorized to operate a motor vehicle during your shift without the **EXPRESS WRITTEN CONSENT OF ISS**.
- You agree to inform ISS in writing within three (3) days of the date you learn about any investigation or inquiry into or determination with regard to your professional licensure status **IN ANY STATE**, [or upon the commencement of any work-related legal action against you whether or not you were working for ISS at the time.
- Never conduct yourself in a manner that would violate applicable licensure or nurse practice requirements or be considered an unethical or unsafe nursing practice.
- ISS will not tolerate any form of harassment or discrimination, specifically including sexual harassment, or allow a hostile work environment. If you encounter any situation you believe may fall into one of these categories, please provide a **written** communication to an ISS supervisor, manager or corporate official. You will receive a written response regarding the status of our investigation within five (5) days of your written communication.

IN SUMMARY

There is no substitute for good judgment and “plain old common sense”. The information contained herein should provide an adequate framework with regard to most circumstances you will encounter. If you have any question at any time about a policy, procedure or any other matter, please call ISS for clarification. We would be pleased to discuss the matter with you in detail in order to resolve the situation **before**, rather than after, the fact.