Field Employee
Policy and Procedure Manual

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Innovative Staffing Solutions
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www.issprofessionals.com

Field Employee Policy and Procedure Manual

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1. Equal Employment Opportunity

It is the policy of Innovative Staffing Solutions (ISS) to provide equal opportunity in employment to all employees and applicants for employment. No person will be discriminated against in employment because of race, religion, color, sex age, national origin, disability, military status, or any other characteristic protected by applicable federal or state law.
This policy applies to all terms, conditions, and privileges of employment and all policies of ISS.
It is the responsibility of each employee to treat every other employee or applicant for employment with respect and in a fair, nondiscriminatory manner.
Any communication from an applicant for employment, an employee, a government agency, or an attorney concerning any EEO matter must be referred to management.
Any employees who believe they have suffered from discrimination should report this concern to management.

All complaints of discrimination will be investigated promptly and in as impartial and confidential a manner as possible and a timely resolution of each complaint should be reached and communicated to the parties involved. ISS prohibits any form of retaliation against employees for bringing good faith complaints or providing information about discrimination.

2. Harassment-Free Workplace

It is the policy of ISS to promote a productive work environment that is characterized by mutual respect and not to tolerate verbal or physical conduct by any employee that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment.
Employees are expected to maintain a productive work environment that is free from harassing or disruptive activity. No form of harassment will be tolerated, including but not limited to harassment for the following reasons: race, national origin, religion, disability, pregnancy, age, military status, or sex. Special attention should be paid to the prohibition of sexual harassment.
Each supervisor and manager has the responsibility to keep the workplace free of any form of harassment, and in particular, sexual harassment. No supervisor or manager is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or willingness to submit to sexual advances will affect the employee's terms or conditions of employment.
Prohibited harassment includes the following examples:

- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions.
- Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive personal references.
- Demeaning, insulting, intimidating, or sexually suggestive comments about an individual.
- The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs.
- Demeaning, insulting, intimidating or sexually suggestive written, recorded, or electronically transmitted messages (such as email, instant messaging, and Internet materials).
- Written communications, statements and images which may be offensive to individuals in a particular protected group, such as gender, religious or racial ethnic stereotypes or caricatures.
- Any of the above conduct, or any offensive conduct, directed at individuals because of their race, sex, national origin, religion, disability, pregnancy, age, or military status is also prohibited.

Any employee who believes that a supervisor's, manager's, other employee's, or non-employee's actions or words constitute unwelcome harassment has a responsibility to report or complain about the situation as soon as possible. The report or complaint should be made to the Vice President or President.

All complaints of harassment will be investigated promptly and in as impartial and confidential a manner as possible. Employees are required to cooperate in any investigation. A timely resolution of each complaint should be reached and communicated to the parties involved within 10 business days.
Any employee, supervisor, or manager who is found to have violated the harassment policy will be subject to appropriate disciplinary action, up to and including termination. ISS prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about harassment.

3. Drug-Free Workplace

It is the policy of ISS to maintain a workplace that is free from the effects of drug and alcohol abuse. This policy is in keeping with the Federal Drug-Free Workplace Act of 1988.
ISS will assure that all management personnel, supervisors, and each employee are aware of this policy.
Employees are prohibited from the illegal use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, controlled substances, narcotics, or alcoholic beverages on ISS premises or client work sites. In addition, ISS prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or ISS reputation in the community.
ISS may test applicants for employment and employees for the presence of illegal drugs or alcohol as required by client contract. An employee's cooperation with such drug or alcohol screening tests is required as a condition of employment. The employee's refusal to cooperate with such a request and to provide a specimen may result in termination or be placed on inactive status.
ISS may test for drugs or alcohol at the request of a client or when there is reason to believe an employee may be using illegal or non-prescribed drugs or may be under the influence of drugs and alcohol. "Reason to believe" includes an injury or accident at work where there is reason to believe that employee impairment may have been a factor. "Reason to believe" may be based on objective symptoms such as the employee's appearance, behavior or speech.
Employees subject to the Drug-Free Workplace Act who are convicted of any criminal drug violation occurring in the workplace must report the conviction to the ISS management within five days, and ISS will take appropriate action as required by law.
Employees will be subject to disciplinary action, up to and including termination, for violations of this policy. Violations include, but are not limited to, possessing substances or narcotics that are illegal or controlled under federal, state, or local laws or alcoholic beverages at work; being under the influence of those substances while working; using them while working; or dispensing, distributing, or illegally manufacturing or selling them on ISS or client premises and work sites.
Violations of this policy will be considered to be gross and willful misconduct and will result in disciplinary action, up to and including termination.
All Healthcare applicants for employment and employees of ISS 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.

4. Code of Business Ethics

An ongoing commitment to ethical behavior is critically important to maintain and strengthen our reputation of integrity with our clients, our employees, and within the communities we serve. Honesty and trustworthiness form the foundation upon which all success can be built. Innovative Staffing Solutions is committed to the following:

- Through leadership at all levels, Innovative Staffing Solutions will sustain a culture where ethical conduct is recognized, valued and exemplified by all employees;
- Obey the applicable laws and regulations governing our business conduct;
- Be honest, fair and trustworthy in all company activities and relationships;
- Avoid all conflicts of interest between work and personal affairs;
- Foster an atmosphere in which fair employment practices extend to every member of the Innovative Staffing Solutions family.

As a company that is committed to conducting business with honesty and integrity, all Innovative Staffing Solutions employees are to adhere to the principles set forth below.

- To comply with all laws and regulations applicable to the business, and to maintain the highest standards of ethical conduct in the operation of the business and in all dealings with employees, customers, and competitors;
- To encourage and reward professional integrity in all aspects of the company, by eliminating inhibitions and barriers to responsible behavior, such as coercion, fear of reprisal, or alienation from the company;
- To treat all applicants and employees with dignity and respect, and to provide equal employment opportunities, based on bona fide job qualifications, without regard to race, color, religion, national origin, sex, age, or disability;
- To maintain the highest standards of integrity in all advertising, and to assign the best qualified employees to fill customers' needs;
- To determine the experience and qualifications of applicants and employees as Innovative Staffing Solutions deems appropriate to the circumstances, or as may be required by law;
- To explain to employees prior to assignment their wage rate, hours of work, and applicable benefits, and to promptly pay any wages and benefits due in accordance with the terms of the individual's employments and applicable legal requirements;
- To satisfy all applicable employer obligations, including payments of the employer's share of social security, state and federal unemployment insurance taxes, and workers' compensation, and to explain to employees that Innovative Staffing Solutions is responsible for such obligations;
- To determine that employees are assigned to worksites that are safe, that they understand the nature of the work the client has called for and can perform such work without injury to themselves or others, and that they receive any safety training that may be necessary or required;
- To take prompt action to address employee questions, concerns, or complaints regarding unsafe work conditions, discriminations, or any other matter involving the terms and conditions of their employment;
- To prohibit using confidential proprietary Company information for personal benefit;
- To ensure that business transactions are properly authorized and completed and accurately recorded on the Company's books and records in accordance with Generally Accepted Accounting Principles (GAAP) and any established Company policy;

- To retain or properly dispose of Company records in accordance with applicable legal and regulatory requirements and any established Company policies
- To prohibit and eliminate the appearance or occurrences of conflicts of interest between what is in the best interest of the Company and what could result in material personal gain for an individual

Situations involving questions of ethics and values are often complex and ambiguous. Sometimes a law or policy clearly dictates the outcome. More often, a situation will require interpretation to decide a fair and reasonable course of action. When faced with a decision, employees are encouraged to communicate with your supervisor and/or others in management positions within the company.

The company regards violation of the spirit or letter of the law or company policies as a serious matter since violations may put the company and its employees at risk. For this reason, violations of any of our standards will result in action, from coaching to formal discipline up to and including termination. Certain violations may be referred to legal authorities for investigation and civil or criminal prosecution.

5. Conflict of Interest Policy

A conflict of interest may arise when our personal interests or responsibilities, or that of a family member or friend, interferes with our obligations as employees to do what is in the best interest of our company. All actual and potential conflicts of interest are to be communicated to the Company's management so resolution can be achieved in a reasonable and timely manner.

Specific situations that could be considered conflicts of interest include, but not limited to:

- Accepting lavish gifts and services from customers and/or suppliers that may give the appearance of undue influence;
- Dealings with relatives – as a fellow employee or as a supplier, vendor or customer
- Employment by or ownership of a business that supplies goods or services to our company or a business that competes against Innovative Staffing Solutions in any of the products or line of business that Innovative Staffing Solutions is currently selling or anticipating selling or developing.
- Controlling interest or substantial stock ownership in an actual or potential supplier, except for public, widely-held securities where the amount the employee holds is insignificant in relation to the total amount of publicly held securities of that company
- Improper communications with suppliers or competitors such as providing confidential information about our company

It is not feasible to list every type of potential conflict of interest. If unsure, employees are to direct concerns and facts of the situation in question with his/her supervisor and/or other management personnel at Innovative Staffing Solutions.

6. Compliant and Grievance Procedure

Although Innovative Staffing Solutions strives to provide a positive and rewarding work environment for all employees, we appreciate that complaints or grievances may arise from time to time. All concerns should first be discussed with your supervisor and resolved if possible. If you remain dissatisfied please contact Innovative Staffing Solutions management and explain your concerns. In some cases it may be beneficial to provide a written explanation to avoid misunderstanding. Management will promptly investigate and evaluate each complaint or grievance and communicate the results to you, generally within 10 business days, unless circumstances require a shorter response time or the investigation takes more than 10 business days (in which case you will be advised of the nature of the delay within 10 business days).

7. Unexpected Patient Incidents Reporting Policy

All Innovative Staffing Solutions clinical employees are to report any unexpected patient incidents related to the care, treatment, and services provided by the employee (including errors, safety hazards, injuries and sentinel events) regardless of whether the incident results in an adverse patient outcome. The information reported will be used only for record keeping, tracking and educational purposes. The reporting of errors, safety hazards, injuries and sentinel events contributes to improved patient safety and to the development of valuable educational services for the prevention of future unexpected patient incidents. **No punitive action will be taken for reporting any unexpected patient incidents.**

Procedure:

1. Call 240-334-4333 to report the incident 24 hours a day/365 days a year.
2. Report the date, time, type of incident, patient outcome, hospital and your name.

Description of some Patient Incidents (list is not all inclusive) that should be reported:

- Medication Errors – includes, but not limited to, misinterpretations, miscalculations, misadministrations, near misses, difficulty interpreting handwritten orders, and misunderstanding of verbal orders.
- Patient Falls – witnessed, unwitnessed, with or without patient injury
- Security Incidents – includes such events as theft and property damage
- Sentinel Events – A sentinel event is an unexpected occurrence, not related to the natural course of the patient's illness or underlying condition, involving death or serious physical or psychological injury, or risk thereof. Serious injury specifically includes loss of limb or function. The phrase "or the risk thereof" includes any process variation for which a recurrence would carry a significant change of a serious adverse outcome. Some examples of sentinel events to be reports (list not all inclusive)
    - Any patient death, paralysis, coma, or other major permanent
    - A patient fall that results in death or major permanent loss of function as a direct result of the injuries sustained in the fall.
    - Any intrapartum (related to the birth process) maternal death.
    - Any perinatal death unrelated to a congenital condition in an infant having a birth weight greater than 2,500 grams.

- Suicide of any patient receiving care, treatment and services in a staffed around-the-clock care setting or within 72 hours of discharge
- Unanticipated death of a full-term infant
- Abduction of any patient receiving care, treatment and services
- Discharge of an infant to the wrong family
- Rape
- Assault, homicide, or other crime resulting in patient death or major permanent loss of function.
- Hemolytic transfusion reaction involving the administration of blood or blood products having major blood group incompatibilities
- Surgery on the wrong patient or wrong body part
- Unintended retention of a foreign object in a patient after surgery or other procedure
- Severe neonatal hyperbilirubinemia
- Prolonged fluoroscopy or any delivery of radiotherapy to the wrong body region

8. On-the-Job Injury, Illness or Security Incident

In event you are in injured or become ill, or a security incident such as property damage occurs while working, promptly inform the client facility supervisor. You must take appropriate action, including calling 911 for emergency assistance, depending upon the severity of the injury or illness and the resources available to you at the client facility. If you are unable to continue your assignment you must inform the client facility supervisor and take all reasonable steps to assure patient care is not compromised.

ISS must be notified as soon as possible, and all ***work-related*** injuries or illnesses or security incidents must be reported to ISS within 24 hours (we are available 24 hours a day/365 days a year). You must provide a written account of the circumstances surrounding any ***work-related*** injury or illness or security incident within 1 business day or as soon thereafter as possible.

9. Evidence of Identity

Upon arriving at a client facility you must have proper evidence of identity, which must be either your ISS photo ID or a federal, state or regulatory agency photo ID such as a driver's license or passport. .

10. Floating/Inappropriate Assignment Policy

Floating to a unit other than as specified in a clinical employee's work agreement may be necessary in order for the healthcare facility to maintain adequate staff to provide safe patient care. As such, clinical employees are expected to float, as needed, to alternate patient care units provided the clinician has the competency and skills to provide care to the patient populations in the alternate unit.

If a clinical employee is asked to float to an alternate unit the employee is expected to do the following:

1. Be flexible –
    a. Recognize that floating is often necessary to ensure adequate staffing and safe patient care throughout the healthcare facility
    b. Ask yourself if your unit needed additional staff, would you want someone to float to your unit to help? Be willing to help other staff by floating.

   c. Most professional clinical licenses require you to maintain basic competencies for your discipline. These basis competencies can be used in the majority of floating situations.
2. Ask for orientation to the unit
3. Explain any limitations you may have related to working in the particular unit – do not act like you know more than you do
4. Do not operate any equipment you are unfamiliar with – ask for assistance
5. If you feel you do not have the clinical competencies to work in the unit, request to be assigned to a limited assignment of clinical care duties, which utilize your current clinical competencies
6. Never refuse to float unless you feel you do not have the skills and competencies to work with the particular patient population on the unit you are being asked to float to. Ask yourself if accepting to float would be more detrimental to the patients than refusing to float.
7. If you feel you must refuse to float, inform your supervisor at the facility and explain that you do not possess the skills and competency for the floating assignment.
8. Recognize the feeling uncomfortable floating is NOT an acceptable reason for refusing to float.
9. If you have any questions, contact Innovative Staffing Solutions.

11. Privacy and Confidentiality Policy

All employees of Innovative Staffing Solutions (ISS), corporate and clinical, are expected to adhere to policies with regard to Health Insurance Portability and Accountability Act (HIPAA) regulations and confidentiality requirements set forth by ISS and any facility the employee is assigned.

Protected health information (PHI) is defined as any information, including demographic information, collected from an individual that (a) is created or received by a health care provider, health plan, employer or health care clearing house; and (b) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision for health care to an individual and identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

It is the policy of ISS that all employees comply with the following:

1. Will maintain and protect the privacy of all business information related to ISS and any healthcare facility.
2. Will maintain and protect the privacy of all protected health information relating to employees and/or patients.
3. Will follow the HIPAA policy and procedure as defined by ISS and, for clinical employees, by each individual health care facility the healthcare provider may be assign during employment with ISS.
4. Will not remove any employee information from the company or patient information from the healthcare facility.
5. Will not misuse confidential information and will only access information that is necessary for the employee to do his/her job. Confidential information, including protected health information, will not be used or disclosed in any manner (verbal, written, electronic) unless required to do so in order to provide appropriate and necessary care to the patient or as necessary to secure an assignment for a clinical employee.

6. Will not share any employee or patient protected health information with any corporate employee of ISS or other clinical staff employed by ISS unless it is a necessary part of the job.
7. Will not share, alter, or destroy any confidential information unless it is a necessary part of the job. If it is necessary, the employee will follow the correct procedure as directed by ISS management or management at the assigned facility.
8. Will keep any computer password secret and will not share it. The employee is responsible to protect his/her password or other access to confidential information. The employee understands that use of an electronic system at ISS or an assigned facility may be periodically monitored and audited to ensure compliance with the law.
9. Will only print or download information from any computer system with it is necessary for legitimate work related purposes. The employee is responsible for this information until it is properly disposed of or filed.
10. Will immediately report to appropriate management personnel at the company or assigned facility if the employee suspects anyone is misusing confidential information or is using his/her password. ISS will not tolerate any retaliation against the employee for making such a report.
11. Will acknowledge that any confidential information learned on the job does not belong to the employee and he/she has no right or ownership to it. Access to confidential information may be removed by ISS or the facility the employee is assigned to at any time.
12. Will, upon termination of employment with ISS or of assignment with any healthcare facility, promptly return any ISS or facility documents or data containing ISS or that facility's confidential information or data that is in the employee's possession or control.

Failure to comply with each term in this policy may result in disciplinary action up to and including termination of assignment and/or employment with ISS.

12. Payroll and Scheduling

ISS maintains a program for payroll administration that is designed to properly compensate staff so that the amount, method, and timing of payments comply with all federal, state, and local laws. We are able to offer three forms of payment to our employees: direct deposit, check, or pay card. Employees working under a contract will be paid at the frequency the client you are assigned to provides ISS with time and attendance information.

Employees will be paid overtime compensation at the rate of one and one-half times their regular hourly rate for work in excess of forty hours during the normal work-week. In addition, the overtime rate will be paid on client authorized holidays.

If a garnishment or court order of an employee's wages is served, deductions will be made from the employee's paycheck in accordance with the applicable state and federal statutes. Due to legal requirements, a court order or other legally binding documentation must be received by ISS in order to modify or stop a previously ordered wage garnishment.

The ISS payroll week begins with the day shift on Sunday and ends after the night shift on Saturday, however ISS observes the client payroll period for all employees working under a contract.

Unless the client provides time and attendance information directly to ISS, please fax or e-mail your timesheet immediately after your shift ends. Some clients provide time and attendance documentation to ISS in addition to allowing unit managers to sign timesheets for daily pay purposes. In such event, the manually signed timesheet is a preliminary document ONLY and the pay you receive is PROVISIONAL AND SUBJECT TO ADJUSTMENT. The client provided time and attendance document is the official time and attendance document for payroll purposes. In the event of a discrepancy, your pay will be adjusted in accordance with the client provided time and attendance document.

ISS staffing coordinators will schedule all as-needed (PRN) assignments ("Contact" schedules will be completed in accordance with client requirements). The following parameters apply to scheduling PRN assignments:

- Your 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 the client or ISS to work outside the scheduled 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 (generally 6 hours or longer) include a mandatory ½ hour meal break. You may not work during this mandatory break without specific client approval
- You may not work more than 40 hours in any work-week without specific advance authorization from ISS. In the event you work more than 40 hours in a work-week without specific authorization from ISS, ISS shall have no obligation to pay for ANY time worked beyond the first 40 hours of the work-week.

13. Employee Cancellations – PRN Shifts

We expect that you have evaluated all relevant factors PRIOR to accepting PRN assignments for ISS. Once you have accepted PRN assignments, we expect that cancellations will occur infrequently and only due to unforeseen 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 must 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. You may be subject to disciplinary action, which may include termination, in the event your reasons for cancellation are insufficient or if you fail to provide a reason.
- A NO CALL/NO SHOW may result in immediate termination.
- EXCESSIVE CANCELLATIONS may result in last-call only scheduling or termination.

14. Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO YOUR INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

Innovative Staffing Solutions (ISS) is required by law to maintain the privacy of your protected health information, give you notice of our legal duties and privacy practices with respect to your protected health information and follow the terms of the notice that is currently in effect. ISS is committed to protecting your health information. As part of your employment we must maintain an employee record on you to comply with certain legal, regulatory and facility specific requirements. This notice applies to all medical information & records we have on file on you. The facility where you are assigned to work may have additional or different policies or notices regarding the facility's use and disclosure of the medical information we provide them as part of your agreement to work at the facility. Protected health information includes demographic and medical information that concerns the past, present, and future physical or mental health of an individual. Protected health information contains specific information that identifies a person or can be used to identify a person. This notice describes our organization's practices and that of any employees authorized to enter or view information in your employee file. We expect all entities and persons who we have disclosed your medical information, to abide by all laws and regulations regarding the protection of your protected health information.

How We May Use and Disclose Your Medical Information

For Company Operations – The use and disclosure of your medical information are necessary to run the company and meet contracted facility requirements regarding the health status of temporary staff. ISS uses your medical information to determine whether or not you meet ISS as well as individual contracted facility health status requirements of healthcare providers. Your health information may be used to secure a contracted position for you at a facility.

Appointment Scheduling and Reminders – We may use and disclose medical information about you when contacting you to set up appointments or reminders for medical testing and/or care at a healthcare facility.

As Required By Law – We will disclose your PHI when required to do so by federal, state or local law.

To Avert a Serious Threat to Health or Safety – We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

Special Situations for Use and Disclosure

Workers' Compensation – We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Lawsuits and Disputes – If you are involved in a lawsuit, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request (which may include written notice to you) or to obtain an order protecting the information requested.

Law Enforcement – We may release medical information if asked to do so by a law enforcement official:

1. In response to a court order, subpoena, warrant, summons or similar process;
2. To identify or locate a suspect, fugitive, material witness or missing person;

3. About the victim of a crime if, under certain circumstance, we are unable to obtain the person's agreement;
4. About a death we believe may be the result of criminal conduct;
5. In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

Your Rights Regarding Your Medical Information

You have the following rights regarding the medical information we maintain about you:

1. *Right to Inspect and Copy* – You have the right to inspect and copy medical information that may be used to make decisions about your placement at healthcare facilities. You must submit your request in writing to:

   Innovative Staffing Solutions
   4041 Powder Mill Rd., Suite 107
   Beltsville, MD 20705

   If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other administrative and supply costs associated with your request.
2. *Right to Amend* – If you feel that the medical information we have about you is incorrect or incomplete; you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the company. To request an amendment, you request must be made in writing and submitted to:

   Innovative Staffing Solutions
   4041 Powder Mill Rd., Suite 107
   Beltsville, MD 20705

   We may deny your request for an amendment, if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend the information that:
   - Was not created by us, unless the person or entity that created the information is no longer available to make the amendment,
   - Is not part of the medical information kept by or for ISS
   - Is not part of the information which you would be permitted to inspect and copy or,
   - Is accurate and complete.

   Even if you deny your request for amendment, you have the right to submit a written addendum, not to exceed 250 words, with respect to any item or statement in your record you believe is incomplete or incorrect. If you clearly indicate in writing that you want the addendum to be made part of your medical record, we will attach it to your records and include it whenever we make a disclosure of the time or statement you believe to be incomplete or incorrect.
3. *Right to a Paper Copy of this Notice* – You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You can obtain a copy of this notice from www.issprofessionals.com.

Changes to this Notice

We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. The notice will contain an effective date.

Complaints

If you believe you privacy rights have been violated, you may file a complaint with the company or with the Secretary of the Department of Health and Human Services. All complaints must be submitted in writing to the company at the address listed previously in this notice. You will not be penalized for filing a complaint.

Other Use of Medical Information

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the medical information that we have already received on you.