



Cell Staff

EMPLOYEE HANDBOOK

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WELCOME TO CELL STAFF

On behalf of Cell Staff, we want to extend our warmest welcome to you as the newest employee of our organization!

At Cell Staff, we pride ourselves on being staffing visionaries. We seek out the most gifted healthcare professionals in the field and we are proud to count you as a member of our team. At Cell Staff our motto is “It’s All About the Experience.” Just as our recruitment team creates an exceptional experience for you, we ask that you carry this enthusiasm forward as you take on your new role. Reset Your Expectations of what a staffing company should be, with Cell Staff!

Core Values:

- Build Open and Honest Relationships
- Create a Team Environment with Family Spirit
- Be Passionate and Relentless
- Embrace and Drive Change
- Show Humility and Accountability

This Employee Handbook (“EH”) covers the policies and procedures designed to serve as a guide during your employment with Cell Staff. We kindly request that you take a few moments and review the entire EH in full. The information within this EH will provide answers to commonly asked questions and describes how we expect our staff to represent Cell Staff. If you have any questions, please contact your recruiter or Cell Staff Corporate Human Resources at (855) 561-1715.

Once again, welcome to the Cell Staff team!



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PURPOSE

The purpose of this EH is to provide you with general information and guidelines for your employment with Cell Staff. Although we have intended for this EH to address many situations encountered in the workplace, matters might arise that are not covered by this handbook. Any questions regarding matters not covered by this handbook or concerning specific policies should be addressed with your Recruiter or Corporate Human Resources Department at 1-855-561-1715.

THE POLICIES CONTAINED IN THIS EH SUPERSEDE ALL PRIOR VERSIONS. THE POLICIES CONTAINED IN THIS HANDBOOK DO NOT CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT BETWEEN THE COMPANY AND ANY OF ITS EMPLOYEES OR A CONTRACT TO PROVIDE BENEFITS FOR ANY PERIOD OF TIME. THE COMPANY RESERVES THE RIGHT TO CHANGE, DELETE, OR ADD TO ANY OF THE POLICIES, PROCEDURES, BENEFITS, RULES OR OTHER ITEMS IN THIS HANDBOOK AT ANY TIME WITHOUT ADVANCE NOTICE, BUT WILL PROVIDE EMPLOYEES WITH COPIES OF ANY CHANGES.

THE CELL STAFF MANAGEMENT TEAM

Each Cell Staff office is led by a Vice President who is responsible for the overall organization, operation, direction, and administration of the office.

Every Vice President is supported by a team of Recruiters and Account Managers who are responsible for the recruitment and staffing of healthcare professionals within each Cell Staff office on location. The Cell Staff Recruiters are also responsible for screening prospective employees, conducting staff development, making hiring & separation decisions, and maintaining current employee credentials/files. Your Cell Staff Recruiter is considered your immediate Supervisor at Cell Staff and is your contact for any work-related issues you may encounter at your work assignment. Recruiters are Supervisors within the definition of Section 2(11) of the National Labor Relations Act. If you need to communicate with the Cell Staff office after normal business hours, your Cell Staff Recruiter is available to handle your concerns and will return your call as quickly as possible. More information regarding contacting Cell Staff after hours is provided later in this EH.

EMPLOYMENT WITH CELL STAFF

SECTION 1.1: GENERAL

Cell Staff is a full-service employer specializing in placing trained, high-quality healthcare and administrative professional in short and long term temporary work assignments at various facilities, including hospitals, correctional facilities, long term care centers, nursing homes, clinics and other health related centers.

SECTION 1.2: ASSIGNMENTS

Our goal is to meet the employment needs of our employees by providing flexible assignments and schedules. However, assignment availability is totally determined by the needs of our clients and contracted facilities, and your licensure type, skill level and availability. On occasion, confirmed work assignments may be cancelled or changed at any time by our clients. Should your assignment be cancelled or changed, Cell staff will strive to locate another assignment that meets your scheduling needs but cannot guarantee that another assignment will be available. Cell Staff strongly encourages you to be flexible with your work availability to increase the number of possible shifts/assignments we may be able to offer you. It is your responsibility to contact Cell Staff after the completion of each assignment to request a new work assignment, additional shifts and/or notify Cell Staff of your availability.

SECTION 1.3: CLASSIFICATION OF EMPLOYEES

- A. Full time employees are employees who are assigned a schedule of 30 or more hours per week and are entitled to all of the benefits set forth in Policy 8.
- B. Regular part time employees are employees assigned a regular schedule of not less than 8 hours per week.
- C. Per diem and causal part time employees are those employees employed on an as needed temporary basis.
- D. Employees covered by 1.3(B) and (C) are not eligible for any benefits provided by the Company unless the law specifically provides otherwise.

CELL STAFF WORKPLACE ENVIRONMENT

SECTION 2.1: EMPLOYMENT-AT-WILL

Cell Staff is a merit-based company, and we believe that our success depends upon retaining the best people. Cell Staff is committed to improving the quality of our organization and to addressing change whenever the need arises. There are no guarantees of continued employment with Cell Staff. Cell Staff personnel are employed on an at-will basis. Both you and Cell Staff are free to terminate the employment relationship at any time, for any or no reason, except a reason prohibited by law. No manager or employee of the Company except the Managing Partner of the Company, has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms unless approved in writing by the Managing Partner of the Company.

SECTION 2.2: EQUAL EMPLOYMENT OPPORTUNITY

A. Discrimination

Cell staff is an equal opportunity employer. We conduct our business without regard to race, color, religion, gender, sexual orientation, national origin, age, marital status, gender identity, disability, veteran status or any other category protected under applicable law. This policy applies to all employment decisions Cell Staff makes, including, but not limited to hiring, placement, training, compensation, transfer, promotion, discipline and termination.

B. Implementation

All employees are responsible for ensuring that this equal employment opportunity policy is implemented in all employment-related decision, and to immediately report any observed or information about any violation or potential violation of this Section as provide in 2.2(C) below.

C. Claims

If, at any time, you believe you have been subjected to discrimination, you should immediately report it to your Recruiter, or directly to CorporateHR@CellStaff.com.

SECTION 2.3: DISABILITIES

Persons with legally-recognized disabilities will be given full consideration for employment and opportunities for advancement in all departments and divisions. The Company will offer to such persons reasonable accommodation with respect to the essential functions of the job, provided the person is otherwise qualified to perform the job, and provided further such accommodation does not create undue hardship on Company operations.

SECTION 2.4: ANTI-HARASSMENT POLICY

A. Overview

Cell Staff is committed to a work environment in which all employees are treated with respect and dignity. Each individual should be able to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices and harassment. Therefore, we expect that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

B. Harassment Is Prohibited

Cell Staff does not tolerate illegal discrimination or harassment in any form. All forms of discrimination and harassment based upon race, color, religion, sex, national origin, age, marital status, disability, gender identity, sexual orientation, veteran status or any other category protected under applicable law are strictly prohibited.

All employees must report any or actual or perceived incidents of discrimination or harassment consistent with the reporting procedures set forth in Section 2.4(E) below. Cell Staff will investigate and take prompt remedial action to address any behavior determined to be in violation of this Policy. Anyone found to have violated this Policy will be subject to disciplinary action, up to and including termination.

C. Sexual Harassment

Cell Staff will not tolerate any form of sexual harassment in the workplace, including off-site or off-hours Company sponsored events. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

1. Submission to such conduct is made either explicitly or implicitly 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 working environment.
4. Specific examples of sexual harassment include, but are not limited to, the following:

VERBAL CONDUCT, such as derogatory, offensive or insulting comments, threats, slurs, jokes, or other verbal conduct. This includes unwanted sexual advances, invitations, comments and innuendos.

VISUAL CONDUCT, such as derogatory posters, cartoons, drawings, leering, or gestures or the use of the Internet, voice mail and e-mail systems in ways that are illegal, disruptive or offensive to others or harmful to morale.

PHYSICAL CONDUCT, such as hitting, pushing, advances or unwelcome touching.

D. Individuals And Conduct Covered

This policy applies to all Cell Staff employees, applicants for employment, independent contractors, and third parties doing business with or for Cell Staff, including but not limited to, outside vendors, clients customers, consultants, or visitors who may have interaction with Cell Staff employees in the workplace. It prohibits harassment, inappropriate behavior and workplace violence by any level of employee or covered person and which also applies to conduct which occurs outside of the workplace, including but not limited to, Company trips, off-site Company meetings or Company sponsored events.

E. Reporting Harassment

Cell Staff cannot act to stop and/or prevent discriminatory or harassing behavior in the workplace of which it is not aware. Anyone who experiences discrimination or harassment, or is aware of discrimination or harassment, must report the incident as soon as possible regardless of the offender's identity or position in the Company.

If you believe that you have been subjected to discrimination or harassment in violation of this policy, or if you have witnessed such discrimination or harassment, immediately report the incident to your Recruiter as well as to your onsite supervisor at the facility where you work. Your Recruiter will immediately report the complaint to the Corporate Human Resources Department at CorporateHR@cellstaff.com. If you are reluctant to make a report to your Recruiter and/or onsite supervisor, or if you are dissatisfied with the results achieved in making a report, you should make the complaint in writing, and send it via email to CorporateHR@cellstaff.com.

F. Investigations

After receiving a complaint, Cell Staff will promptly investigate the matter to determine whether harassment has occurred. We will maintain confidentiality to the maximum extent possible under the circumstance and take appropriate remedial relief if the investigation reveals a violation of this Policy.

G. Consequences Of Harassment

Anyone who engages in harassment in violation of this policy will be subject to appropriate disciplinary action, up to and including termination. Any employee having knowledge or suspicion of harassment is required to take action to stop it and report it. Failure to do so may result in disciplinary action, up to and including termination.

H. Retaliation Prohibited

Cell Staff will not tolerate any retaliation against any employee for making a good faith report of violations of this policy or for complaining to or participating in an investigation undertaken by a federal or state enforcement agency. Any retaliation or attempt to retaliate will be subject to appropriate disciplinary action, up to and including termination.

If you believe you have been or are being retaliated against for reporting harassment or discrimination or participating in an investigation of such a matter, please report the conduct according to the above procedures.

SECTION 2.5: SOLICITATIONS/DISTRIBUTIONS

A. Employee Solicitation

1. At Cell Staff, your primary responsibility is the performance of your job duties and servicing the needs of our clients. With the exception of Cell Staff-Sponsored campaigns or other periodic Company-sponsored events or programs, the solicitation, distribution and/or posting of printed material is not permitted on Company property, except in non-work areas during non-work hours of all involved persons. This prohibition includes the solicitation for funds, products, services, and memberships, either in a printed/written format or via e-mail.
2. Any solicitation for any purpose at any time that adversely affects the efficient operations of Cell Staff or its clients is prohibited.

B. Non-Employees

Non-employees may not solicit Cell Staff employees or distribute literature of any kind on Company premises at any time. Cell Staff reserves the right to limit access and/or to prohibit non-employees from Company premises. Additionally, former employees are not permitted onto Company property without permission from the Vice President at any Company location except for official Company business.

2.6: EMPLOYMENT OF RELATIVES/CONSENSUAL RELATIONS

A. Conflicts

Cell Staff recognizes that close personal relationships may sometimes exist or develop within the workplace. These relationships may include, but are not limited to, consensual relationships and the employment of immediate family members (i.e. spouse, parent, sibling, child, etc.). Although such relationships may be acceptable, they will not be tolerated when there is or may be a substantial likelihood they may adversely affect the workplace or cause unnecessary tension and strain. Examples include but are not limited to:

- Creating a supervisor/subordinate relationship (Employees cannot report directly to a relative);
- Unreasonably interfering with the employee's work performance and or ability to conduct himself or herself in a professional business manner;
- Interfering with or affecting the work environment of other employees;

- Creating a conflict of interests; or
- Any situation that does or could potentially result in violation of the Company Anti-harassment/discrimination policy.

B. Action:

If the relationship is or may be affecting Cell Staff operations or the working abilities of the related employees or any other employees, Cell Staff will work with the individuals involved in order to attempt to resolve the situation. If an acceptable resolution cannot be found, the employees will be permitted to try to decide who will resign. However, Cell Staff reserves the right to make the decision in its sole and absolute discretion.

2.7: SMOKE-FREE WORKPLACE

A. Prohibitions

The use of tobacco products is prohibited within Company-owned or leased buildings and other Company property such as offices, restrooms, lunchrooms, elevators, meeting rooms, all community areas, Company-owned automobiles and on the grounds or parking lot. Cell Staff does not provide designated smoking breaks/or areas to its employees. Employees must also comply with the smoking policies of the clients where they are assigned.

B. Assistance

All employees share in the responsibility for adhering to and enforcing this policy. Assistance to any employee who desires to quit smoking is available through the Cell Staff Employee Assistance Program. Please Contact the Corporate HR for additional information. See also Policy 3, Section 3.11 (EAP)

2.8: EMPLOYEE ACCESS TO PERSONNEL FILES/RECORDS

A. Release of Personnel File

Cell Staff does not release copies of personnel files to any current or former employees unless required to do so by applicable federal, state or local laws or regulations. Additionally, access to any personnel file is limited to Cell Staff employees who have proper authorization and a legitimate business reason for such access, unless otherwise required by applicable federal, state, or local law or legal process.

B. Changes in your Personnel File

You should keep the Company informed of any changes in your marital or family status, such as marriage, divorce, birth, or adoption of a child, change of address, etc. These changes could affect your tax withholding, insurance coverage and other important matters.

2.9: REFERENCES/VERIFICATION OF PREVIOUS EMPLOYMENT

A. Outside Request

In response to an outside request for information regarding a current or former employee, Cell Staff shall furnish or verify only the name, dates of employment, and job title. Salary or other data regarding any current or former Cell Staff employee, or their employment with the Company may be released at the option of the Company; provided, the Company may require a written employee authorization from the employee. Otherwise, releases shall be made only as required by applicable law.

Cell Staff is not required to provide reference or recommendation letters to any former or current employees, but may do so as it deems appropriate.

B. Recommendations

The Company will cooperate with any federal, state, local governmental agency that may be investigating a current or former employee and will release any information requested by such entities.

C. Authority

By acknowledging receipt of this EH, employees authorize Cell Staff to provide any information about the employee's work and performance as it deems in the best interest of Cell Staff.

DRUG-FREE WORKPLACE AND ALCOHOL

SECTION 3.1: GENERAL POLICY

The Company's Drug-Free Workplace and Alcohol Policy is aimed at ensuring zero tolerance of illegal drugs and alcohol under circumstances that affect or might affect the safety and well-being of employees, clients, and others, or that adversely affect or might affect the effective operation of Company business. This policy has been implemented in accordance with sections 440.101 and 440.102 of the Florida Statutes and the laws of States in which Cell Staff does business.

SECTION 3.2: CLIENT POLICIES

Employees are also responsible to comply with the Drug and Alcohol policies of the clients where they are assigned which may include random testing as well as non-use of illegal substances at all times.

SECTION 3.3: PROHIBITIONS:

A. Illegal Controlled Substances.

The Company prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to manufacture, sell or distribute illegal controlled substances at any time on duty or on Company or client property and at all times when off duty and/or Company or client property when such acts affect or may affect the operations of Cell Staff; provided sale or attempt to sell is prohibited at all times. Illegal controlled substances are defined by applicable state and federal laws. Please be advised that marijuana, even if prescribed for a medical purpose and even if deemed lawful by some states for other purposes, remains an illegal controlled substance under federal law.

B. Alcohol Abuse.

Employees are prohibited from using or possessing alcohol while on duty; while on customer premises or while driving a Company or client vehicle. In addition, employees are prohibited from reporting to work under the influence of alcohol and from otherwise using alcohol in a manner at any time which adversely affects or might adversely affect the interests or operations of the Company and its clients.

C. Exception.

In the case of a Company or client sponsored event where the service of alcohol has been approved by management (eg. office or retirement party), consumption of moderate

amounts of alcohol is permitted; provided, the employee conducts himself/herself in a sober, polite and responsible manner.

SECTION 3.4: LEGAL USE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The legal use of prescription and non-prescription drugs is often necessary. Unless used in accordance with a valid prescription from a medical professional or in accordance with accepted over the counter uses, the Company prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute prescription drugs. Employees are required to advise his or her Recruiter if he or she is taking prescription or non-prescription drugs which have the potential to adversely impact the employee's job performance or the employee's ability to work in a safe and efficient manner.

SECTION 3.5: DRUG AND ALCOHOL TESTING

A. Job Applicant Testing.

At the Company's discretion, applicants for employment may be subject to pre-employment drug and alcohol test as a prerequisite to employment with the Company.

B. Routine Fitness-for-Duty Testing.

At the Company's discretion, employees may be required to submit to drug and alcohol testing as part of any routinely scheduled employee fitness-for-duty medical examinations.

C. Follow-up Testing.

Employees who enter into an employee assistance program (EAP) or any similar rehabilitation program will be subject to drug and alcohol testing as a follow-up to such program. Follow-up testing will be conducted without advanced notice and at least once per year for a period of no less than two years.

D. Reasonable Suspicion Testing.

An employee will be subject to drug and alcohol testing whenever reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy or otherwise engaging in conduct in violation of this policy. Reasonable suspicion may be based on specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience. In making this determination, relevant factors may include, but are not limited to:

- Observable phenomena, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
- Abnormal conduct, erratic behavior or a significant unexplained deterioration in work performance;

- A report of drug use, provided by a reliable source;
- Evidence that an individual has tampered with a drug test during his or her employment with the Company;
- Information that an employee has caused or contributed to an accident or injury while at work;
- Evidence that an employee has negligently or recklessly operated a vehicle, equipment or machinery while at work;
- Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs.

Supervisors and Recruiters who determine that reasonable suspicion exists to require an employee to submit to a drug and/or alcohol test are required to promptly document in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing.

E. Other Lawful Testing.

The Company reserves the right to conduct any other type of lawful drug or alcohol testing, including but not limited to random testing.

SECTION 3.6: DRUGS TESTED FOR AND COMMON MEDICATIONS THAT MAY AFFECT RESULTS

Drugs Tested For. Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:

- Alcohol (including a distilled spirit, wine, malt beverage or other intoxicating liquor)
- Amphetamines
- Barbiturates
- Benzodiazepines
- Cannabinoids (marijuana)
- Cocaine
- Methadone
- Methaqualone
- Opiates (heroin, morphine, codeine)
- Phencyclidine (PCP)
- Propoxyphene
- Any other hallucinogen, synthetic narcotic, designer drug or a metabolite of any of the substances listed above

SECTION 3.7: COMMON MEDICATIONS WHICH COULD ALTER OR AFFECT TEST RESULTS

Certain prescription and non-prescription medications may alter or affect a drug or alcohol test. Employees and applicants that are subject to testing are obligated to report any prescription or non-prescription medication which could alter or affect test results to the independent Medical Review Officer (“MRO”). The name and contact information of the Company’s MRO is available on request from the Company. Employees and applicants subject to testing have the right to confidentially consult with the MRO for additional or technical information regarding medications which may alter or affect test results. The most common medications which may alter or affect a test include, but are not limited to:

<u>Drug</u>	<u>Medication Which May Alter or Affect Test</u>
Alcohol	Liquid medications containing ethyl alcohol (ethanol). For example, many cough syrups, Vicks Nyquil, Comtrex, Listerine contain alcohol
Cannabinoids	Marinol (Dronabinol, Tetrahydrocannabinol (THC))
Amphetamines	Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine
Cocaine	Cocaine HCl topical solution (Roxanne)
Phencyclidine	Not legal by prescription
Methaqualone	Not legal by prescription
Opiates	Paregoric, Parepectolin, Donnagel PG, Morphine, Pectoral Syrup, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussiorganidin, etc.
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phenrinin, Triad, etc.
Benzodiazepines	Activan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Paxipam, Restoril, Centrax
Methadone	Dolphine, Metadose
Propoxyphene	Davocet, Darvon N, Dolene, etc.

SECTION 3.8: TEST RESULTS

The following procedures will be followed if an employee or job applicant has a confirmed positive test result:

An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO identified above within five working days. If the MRO determines that the employee's explanation is unsatisfactory, the MRO will report the positive test to the Company. The employee or applicant may contest a positive confirmed test result pursuant to this policy, section 440.102 of the Florida Statutes, or other applicable law. If an employee or applicant seeks to contest the laboratory result, it is his or her responsibility to contact the laboratory to advise of any administrative or civil proceeding challenging the results and to request that the test sample be preserved.

Within 180 days of receiving written notification of a positive test result, an employee or applicant may, at his or her expense, have the positive sample retested at a different laboratory licensed and approved by the Agency for Health Care Administration.

Within five working days after receipt of a positive confirmed test result from the MRO, the Company will inform the employee or applicant in writing of the test result, the consequences of the test result and any options that the Company may elect to afford the employee or applicant in accordance with this policy. Within five working days after receiving notice of a positive confirmed test result from the Company, the employee or job applicant may submit information to the employer explaining or contesting the test result and explaining why the test result does not constitute a violation of this policy. If the Company determines that the explanation is unsatisfactory, the Company will provide a copy of the test result to the employee or applicant along with a written reason as to why the explanation was deemed unsatisfactory.

SECTION 3.9: CONSEQUENCES OF A POSITIVE CONFIRMED TEST, A REFUSAL TO SUBMIT TO TESTING, OR TAMPERING WITH A TEST

An employee who violates Section 3 or who refuses to submit to a test or who tampers with a test is subject to disciplinary action up to and including termination, and subject to state law, may forfeit eligibility for workers' compensation medical and indemnity benefits and may forfeit entitlement to unemployment compensation. A job applicant who has a positive confirmed test, who refuses to submit to a test or who tampers with a test will be ineligible for employment.

SECTION 3.10: CONFIDENTIALITY

Absent written consent from the employee, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the Company's drug testing program are confidential and may not be used or disclosed except as otherwise provided by section 440.102 of the Florida Statutes or applicable law in the state where the employee is assigned.

SECTION 3.11: EMPLOYEE ASSISTANCE PROGRAMS

Employee Assistance Programs (EAP) are available to assist employees who, prior to being requested to test, voluntarily self-report drug or alcohol related problems which have not yet adversely affected their job or Company operations. Employees who voluntarily seek help, who have not had a positive drug test, and who are not participating in EAP at the time or at any previous time, will not be subject to discipline for seeking assistance through the EAP. Employees with drug or alcohol related problems who wish to seek voluntary assistance through the EAP may contact one of the following EAP providers (or any other similar provider):

**Mutual of Omaha
Employee Assistance Program
800-316-2796
www.mutualofomaha.com/eap**

**Gallagher Insurance
Employee Support Center
855-670-2222
losangeles.ESC@ajg.com**

Employees and applicants who violate this Policy will ordinarily not be eligible to elect participation in EAP in lieu of disciplinary action. The Company may permit exceptions to this provision where management determines, in its exclusive discretion, that the specific circumstances warrant. In such circumstances, the Company may require that an employee in violation of this policy participate and successfully complete the EAP as a condition of continued employment.

Employees employed in a mandatory testing who enter into EAP, whether voluntarily or involuntarily, will be removed from their mandatory testing and transferred to another position or placed on leave until the successful completion of the EAP. An employee placed on leave may utilize his or her accrued leave, if any, otherwise the leave shall be unpaid.

SECTION 3.12: STATE/LOCAL LAW

In the event the laws of the state or local government where you are assigned to work are different than policy 3, Cell Staff will follow the law which takes precedent and you will be advised when that law impacts you.

SECTION 3.13: REPORTING VIOLATIONS OF THE POLICY

It is the obligation of every employee to report violations of this Policy. Failure to report may subject employees to discipline up to and including termination of employment.

WORK ASSIGNMENTS

SECTION 4.1: INFORMATION CELL STAFF NEEDS FROM YOU

A. General

It is Cell Staff's goal to provide you with quality work assignments that meet your availability, professional skill level and capabilities. In order to accomplish this goal, you must regularly update Cell Staff with your work/assignment/shift availability. Failure to maintain regular contact may limit the amount of work Cell Staff can offer to you.

B. Updating Your Information

For Cell Staff to provide you with an appropriate work assignment, you must provide accurate information regarding work history and professional skills. Cell Staff relies on the information you provide, including but not limited to your employment application, references, self-assessed skills checklist, and/or competency testing to find appropriate work assignments for you. The self-assessment skills checklist must be updated when your skills set changes and it is your responsibility to notify the Company when your skills change. To accomplish this requirement, follow the directions in Section 4.10 and 4.11 below.

SECTION 4.2: EMPLOYEE RESPONSIBILITY

Cell Staff strives to offer our employees flexibility in scheduling, which is one advantage of joining our team. However, it is important you only accept work assignments if you are certain you will be able to actually work the shifts, days and hours of the assignment(s). Once you accept an assignment, you are obligated to fulfill your commitment to work.

SECTION 4.3: UNACCEPTABLE ASSIGNMENTS

All disciplines are required to notify your Recruiter or other Cell Staff manager either verbally or in writing if the work assignment that has been offered to you is not suitable in regard to your skills competency level. **DO NOT** accept a position or shift if you cannot complete the assignment within **SAFE PRACTICE**.

SECTION 4.4: FLOATING ASSIGNMENTS

Additionally, as a Cell Staff employee working within a client facility, you may be asked to "float" among different units or departments during your assignment. It is your responsibility to determine if you have the experience and/or knowledge and skill base to work within the area that you are being required to "float." You have a right to **NOT** float to an area that does not fit your skill/competency level. If at any time you have been requested to float and you do not feel

comfortable floating and the facility is still demanding you to float, it is your responsibility as SAFE PRACTICE to notify your Recruiter or Cell Staff Office IMMEDIATELY.

SECTION 4.5: SCHEDULING

All work shifts and assignments must be scheduled through your Cell Staff Recruiter. If you are contacted directly by a client or facility for a work assignment, you must immediately notify your Recruiter.

Additionally, working beyond your scheduled shift time or accepting assignments directly from a client/facility without authorization from your Recruiter may result in disciplinary action, up to and including the separation of your employment.

SECTION 4.6: QUESTIONS

The standard Cell Staff office hours are 8:30am to 5:30pm in Tampa and 8:00am to 5:00pm PST in Portland. Monday through Friday and during these times a Cell Staff representative is available to personally respond to your scheduling or shift questions. After our normal business hours Monday to Friday and all weekend, your Recruiter is available to respond to any issues or concerns that may arise. Please refer to Cell Staff On-Call/After Hours Contacts Procedure (Section 4.9) for the emergency hotline and workers compensation injury reporting hotline.

SECTION 4.7: CLIENT RELATIONSHIP

A. Cooperation

It is important that you work in a cooperative and respectful manner with those personnel with whom you work at a client's operation. Failure to work with the assigned client to the client's satisfaction may result in removal from working with the client, reassignment or termination as a Cell Staff employee.

B. Client Issues

If you are having difficulty working with a client or a particular employee of a client, you should immediately report it to your Recruiter. If such difficulties are related to possible illegal harassment or discrimination, follow the directions of Policy 2.4.

SECTION 4.8: ASSIGNMENT CANCELLATIONS/CHANGES

On occasion, a facility or client will cancel or change a confirmed shift or a complete work assignment without any advance notice to you or Cell Staff. In the event your shift or assignment is cancelled or changed by the client, your Recruiter will notify you as soon as possible and Cell Staff will strive to find an alternative assignment. However, Cell Staff cannot guarantee that another suitable work assignment will be available for you.

SECTION 4.9: CELL STAFF ON-CALL/AFTER HOURS CONTACT PROCEDURE

After normal office hours and on weekends, please contact your Recruiter to handle any non-emergency situations that might develop. We recommend you also contact the client's onsite scheduling supervisor regarding any issues affecting your work schedule or attendance. This would include but is not limited to any of the following:

- Any important information that needs to be passed on that cannot wait until the following workday.
- Any emergency illness preventing you from working your shift. Please remember to give at least a 4-hour notice.
- Any time a Recruiter has recently called you to offer work.

For work related injuries or illnesses please see the Workers Compensation section of this EH. (Policy 8.7).

For emergencies not related to on-the-job injuries, please call the Portland "On Call" at 855-947-3661 and Tampa "On-Call" at 813-384-8773.

SECTION 4.10: MAINTAINING CONTACT/CHANGES TO YOUR PERSONAL INFORMATION

It is your responsibility to maintain contact with Cell Staff regarding your shift availability and to immediately notify the Company of any changes to your personal contact information, including:

- Name and/or Marital status
- Address changes
- Telephone number changes
- W4 or State Tax Withholding Status
- Changes/updates to your professional license and other credentials

Your failure to provide Cell Staff with your current, valid contact information will impede our ability to offer you work shifts and assignments. If your personal contact information changes and Cell Staff is unable to maintain contact with or locate you, Cell Staff will consider you to have voluntarily resigned your position.

SECTION 4.11: CLINICAL QUALIFICATIONS/CREDENTIALS

Every healthcare professional employed by Cell Staff is responsible for maintaining and updating his or her clinical qualifications and credentials. This may include your professional license, CPR certification, physical exam, TB results, etc. Your Cell Staff Recruiter may, as a courtesy, notify you upon the expiration of your credentials but you are ultimately responsible for presenting current credentials to Cell Staff. You must present Cell Staff with appropriate records to support your credentialing renewal on an annual basis in order to maintain your active status. If you fail to maintain and update your clinical credentials, Cell Staff will remove you from your current

assignment, place you on inactive status, and not be able to offer you an additional shifts or work assignments until your credentials are current.

Cell Staff is required to report any unprofessional behavior, issues with quality of patient care and any other clinical issues to the appropriate professional licensing board. Also, should your professional license be subject to any type of investigation, suspension and/or disciplinary action, you must notify Cell Staff immediately.

WORKING CONDITIONS AND PROCEDURES

SECTION 5.1: ATTENDANCE

A. General

As an employee of Cell Staff, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees, your Recruiter and the facility to which you are assigned.

B. Notice

If you are unable to report to work on any particular day, you must notify both your Recruiter and the client where assigned ASAP but not less than four hours before the time you are scheduled to begin working for that day. If you are going to be late, you must immediately advise your Recruiter and the client where you are assigned and report ASAP unless otherwise instructed by your Recruiter or client supervisor.

C. Make Up Time

If you are late, you cannot work beyond your scheduled completion time to “make up” the time without approval of your Recruiter and the client where you are assigned.

D. Justification for Absence

Unless an absence is excused in advance by your Recruiter and the client, upon request by your Recruiter, you must supply an acceptable explanation for your absence, or in the case of an absence due to medically related absence, upon request by your Recruiter you may be required to provide an excuse for your absence from a medical doctor acceptable to the Company.

E. Extended Leaves of Absence

In the event of an approved extended leave of absence:

1. If for a leave covered by the FMLA, see the requirements in Policy 6, Section 6.6.

2. For all other extended leaves, you must keep your Recruiter advised as to the duration and provide supporting documentation as requested which may also include a medical doctors report from a doctor acceptable to the Company.
3. Return to work after such a leave will depend on client needs and your qualifications to meet those needs and ability.

F. Potential Disciplinary Action

Excessive or repeated unapproved absenteeism or tardiness is unacceptable and may result in disciplinary actions up to and including separation of employment.

SECTION 5.2: BADGES

Like all Cell Staff employees, you will be issued an Identification Badge upon hire, and you are expected to have this badge in your possession at all times while working at a facility unless otherwise instructed by the client. You should be prepared to present your photo identification when reporting to an assignment, and to surrender it upon separation of your employment. At the end of an assignment, you are to return any client provided badges or other materials to the client.

SECTION 5.3: PERFORMANCE

The continued growth and success of our Company depends on your performance and the satisfaction of the client with whom you work. You are evaluated on the basis of your attendance, punctuality, work performance, conduct, clinical skills, client satisfaction and other pertinent factors. You always have the right to ask your Recruiter how well you are performing, and to discuss with your Recruiter your accomplishments, goals, performance standards and opportunities for improvement.

SECTION 5.4: RULES OF CONDUCT

While all Cell Staff employees serve at the will and pleasure of the Company, the examples set forth below identify some types of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below, which Cell Staff in its exclusive judgment is or may be detrimental to the safety and other interests of Cell Staff, other employees, or clients will also result in disciplinary action. Examples of unacceptable conduct include:

1. Unsatisfactory work quality, quantity or work attitude (for example, rudeness or lack of cooperation);
2. Excessive absenteeism, tardiness, or abuse of break and lunch privileges;
3. No call/no show; Failure to report to work as scheduled;
4. Leaving the worksite premises during working hours without receiving prior permission to leave from your Recruiter or appropriate client representative;

5. Inappropriate appearance, grooming or personal hygiene;
6. Failure to follow instructions of any Cell Staff or client worksite work rules, procedure(s) or standards of care;
7. Improper or unprofessional conduct toward a Cell Staff employee, client employee or patient;
8. Refusal or failure to perform tasks assigned by your Recruiter or the client supervisor;
9. Dishonesty with respect to any aspect of your job with Cell Staff or any client;
10. Using profane, abusive or threatening language against an employee of Cell Staff, a client, patient, vendor or member of the public;
11. Violation of any Cell Staff Policy, including but not limited to its Anti-Discrimination, Anti-Harassment and Drug Free Workplace Policies;
12. Failure to perform your job to the satisfaction of Cell Staff or the client(s) with which you are assigned to work;
13. Misusing or negligently destroying or negligently damaging Cell Staff property, the property of another employee, client or patient, or disclosing or using confidential or proprietary information to or with anyone outside the Company;
14. Personal use of Cell Staff or a client's computer equipment; and/or using this computer equipment to access inappropriate material or internet sites;
15. Falsifying or altering any Company records, including your employment application, timesheets/payroll records, and/or patient records;
16. Repeatedly submitting late timesheets past the weekly payroll deadline;
17. Failure to notify Cell Staff of disciplinary action or changes to your professional license, including any investigation, suspension or revocation;
18. Interfering with the work performance of others;
19. Fighting Altercations (both verbal and physical) on Cell Staff or the client's premises;
20. Threatening or intimidating an employee, patient, client employee or any other individual;
21. Sleeping on the job, taking unauthorized breaks;

22. Bringing or possessing a firearm or other dangerous weapon on Cell Staff property, at a worksite or while conducting Company business unless the law provides otherwise;
23. Being convicted or pleading nolo contendere to a felony or a crime that impairs the employee's ability to perform the job or raises a threat to the safety or interest of the Company, its employees, clients or their property;
24. Failing to report to the Company, any conviction or pleading nolo contendere to any crime except a traffic violation;
25. Failure to be fully cooperative and truthful during any investigation conducted by or at the direction of Cell Staff, or any governmental agency; or
26. On or off duty conduct which does or may adversely affect Cell Staff operations.

SECTION 5.5: HEALTH INFORMATION/HIPPA/PATIENT CONFIDENTIALITY

A. HIPPA

Every Cell Staff employee is responsible for safeguarding all information designed as protected health information under the Health Insurance Portability and Accountability act of 1966 (HIPAA). The unauthorized or improper disclosure use, or review of protected health information is expressly forbidden by Cell Staff and by the federal HIPAA law. Any employee who violates applicable patient confidentiality policies will be subject to disciplinary action, up to and including the immediate separation of their employment.

B. Confidentiality

The complete confidentiality of protected health information (“PHI”) must be respected at all times. You are prohibited from using or disclosing PHI of any employee of Cell Staff or Cell Staff management or client without a need to know specific health information without permission from the Cell Staff Vice President, or his designee, and the appropriate client representative. PHI includes employee medical records maintained by Cell Staff and/or the client where the employee is assigned as well as verbal and electronic information concerning an employee's health conditions or diagnosis or **any other individually identifiable health information**

SECTION 5.6: PERSONAL APPEARANCE/UNIFORMS

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect Cell Staff business image. Always wear a neat, clean uniform to your assignments, and be careful to adhere to standard of dress code established by our clients. White is the preferred uniform color absence a client required dress code.

If a client has any special uniform or dress code requirements, your Recruiter will provide you with the uniform specifics. If you have a question about the appropriateness of your dress, please direct it to your Recruiter.

SECTION 5.7: EARRINGS/JEWELRY

Employees must adhere to the client's policy with respect to tattoos, earrings, body piercing and other jewelry.

SECTION 5.8: ARTIFICIAL NAILS/HAND HYGIENE

There is mounting evidence that the use of artificial nails by healthcare professionals is linked to the transmission of infections. Therefore, Cell Staff has a Fingernail Hygiene Policy. All employees working for a client which requires a Artificial Nail/Hand Hygiene Policy to be signed, must sign it and/or the employee must sign the Cell Staff Policy provided it is acceptable to the client.

SECTION 5.9: CONFLICTS OF INTEREST

Cell Staff requires you to conduct your non-work activities in such a manner as will not conflict with the best interests of the Company or detract from the performance of your job responsibilities. You shall not have, directly or indirectly, any financial or other interest in any entity that is a supplier or client of the Company, provided ownership of stock in a publicly traded stock or mutual fund is not prohibited. Further, you should not be employed by another entity, participate in self-employment or serve another entity in any manner if such activity adversely affects your work efficiency or interferes with your ability to act in the best interests of the Company.

All business affairs of the Company should always be conducted on the highest ethical and legal bases. You should not provide or accept money, gifts or personal favors for the purpose of receiving preferential treatment.

SECTION 5.10: OTHER EMPLOYMENT

Your employment with Cell Staff is your primary responsibility. If you have any other job, you must advise your Recruiter. Cell Staff will determine whether such other job is consistent with your Cell Staff responsibilities and advise you whether you may continue it in whole or part and continue your employment with Cell Staff.

SECTION 5.11: CONFIDENTIAL BUSINESS INFORMATION

Confidential business information is that which is generally unavailable to the public and involves the business and operations of Cell Staff. Such information involves the Company, its clients, customers, competitors, business affairs and like information which employees may have access to during the course of their employment. Such information may not be disclosed to anyone not employed by Cell Staff without the written permission of the Vice President.

FAMILY MEDICAL LEAVE POLICY

SECTION 6.1: ELIGIBILITY AND REASONS

Under Federal law, Employees, who have worked for the Company for at least twelve months, and for at least 1,250 hours during the preceding twelve months, may:

- A. Take up to twelve weeks of unpaid leave in a twelve-month period for the following reasons:
 - 1. The birth of the team member's child and to care for the newborn child within one year of birth;
 - 2. The placement of a child with the team member for adoption or foster care within one year of placement;
 - 3. To care for the team member's spouse, child or parent who has a serious health condition;
 - 4. Because of a serious health condition which renders the team member unable to perform the essential functions of the team member's position.
 - 5. Because of a qualifying exigency (as defined below) arising out of the fact that the team member's spouse, child (of any age) or parent is a regular, retired or reservist member of the military on active duty deployed to a foreign country or has been notified of an impending call or order to such active duty.

- B. Take up to twenty-six weeks of unpaid leave in a single twelve-month period to care for the team member's spouse, child (of any age), parent or next of kin who is either:
 - 1. A military service member (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, or who is in outpatient status, or who is otherwise on the temporary disability retired list, for a serious injury or illness; or,
 - 2. A veteran military service member who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a military service member (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy.

- C. If you are assigned to work for a client in a state or locale that provides for any additional benefits for which you are eligible, you will be notified by Cell Staff or the client representative where you work.

SECTION 6.2: STATE LAW

Depending on the State in which you are assigned, the benefits may vary. You will be advised by the Company if the Policy of the State in which you work varies from this Policy.

SECTION 6.3: DEFINITIONS

The following definitions apply for purposes of this Policy:

A. Serious Health Condition

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., the inability to work, attend school or perform other regular daily activities), or any subsequent treatment in connection with the inpatient care; or (2) continuing treatment by health care provider, as defined by the FMLA and the pertinent regulations.

B. Serious injury or illness

In the case of a member of the Armed Forces, an injury or illness incurred or aggravated in the line of duty on active duty that may render the member medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a veteran who was a member of the Armed Forces at any time during the five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy, a "serious injury or illness" means an injury or illness incurred or aggravated in the line of duty on active duty in the Armed Forces and that manifested itself before or after the member became a veteran.

C. Child

Except as otherwise noted in this policy, "child" means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis (in the place of a parent) and who is either under the age of eighteen or, if older than the age of eighteen, is incapable of self care because of a mental or physical disability.

D. Parent

Parent means a biological, adoptive, step or foster parent, or any other individual who stood in loco parentis (in the place of a parent) to the team member when the team member was a child. Parent does not include parents "in law."

E. Next of Kin

The "next of kin" of a military servicemember means the nearest blood relative other than the servicemember's spouse, parent or child, in the following order of priority (unless the servicemember has specifically designated in writing another blood relative as his nearest blood relative for purposes of military caregiver): (1) blood relatives who have been granted legal custody of the servicemember, (2) brothers and sisters, (3) grandparents, (4) aunts and uncles and (5) first cousins.

F. Qualifying exigency

A “qualifying exigency” includes leave taken for any of the following reasons : (1) to address any issue resulting from an impending call to active duty deployment on less than seven days’ notice, (2) to attend military events and related activities (such as a military ceremony, briefing, family support program, etc.), (3) to make arrangements relating to childcare and school activities, (4) to make financial and legal arrangements, (5) to attend counseling, (6) to spend time with a covered military member who is on a short-term, temporary rest and recuperation leave during the period of deployment, (7) to attend post-deployment activities (such as a military ceremony, event, reintegration briefing, etc.), and (8) any other exigency agreed upon by the Company and the team member.

SECTION 6.4: MEASURING THE TWELVE-MONTH PERIOD AND COUNTING FMLA LEAVE

- A. For leave taken for any of the reasons listed in Section 1(A), the twelve-month period in which eligible team members may take twelve weeks of leave will be calculated using a “rolling” twelve-month period measured backward from the date a team member uses any FMLA leave. This method measures the 12-month period backward from the date the team members uses any FMLA leave.
- B. For leave taken for the reason listed in Section 1(B), the single twelve-month period for calculating leave needed to care for a military servicemember or veteran servicemember begins when the team member first starts taking leave for that reason and ends twelve months after that date. Leave under Section 1(B) may not exceed twenty-six weeks in any single twelve-month period when combined with other FMLA-qualifying leave under any section of this policy.
- C. For leave taken for the birth of a child or placement of a child for adoption or foster care, the entitlement to leave under this policy expires twelve months from the date of the child’s birth or placement.
- D. If both spouses work for the Company, the combined leave shall not exceed twelve weeks in a twelve-month period if the leave is taken for the birth of the team member’s child, or to care for the child after birth, for the placement of a child with the team member for adoption or foster care, or to care for the team member’s parent with a serious health condition.
- E. If both spouses work for the Company the combined leave shall not exceed twenty-six weeks of leave during the single twelve month period described in Section 3(B) above if the leave is taken for the birth of the team member’s child, or to care for the child after birth, for the placement of a child with the team member for adoption or foster care, to care for the team member’s parent with a serious health condition, or to care for a servicemember or veteran servicemember with a serious injury or illness.

- F. To the extent allowed by law, in the event an absence is for a reason covered by this policy, the Company reserves the right to count it as FMLA leave whether the team member has requested FMLA leave or not. Leaves covered by workers' compensation and/or a disability plan will also be counted as FMLA leave to the extent the leave qualifies under this policy.

SECTION 6.5: INTERMITTENT LEAVE OR LEAVE ON A REDUCED SCHEDULE BASIS

- A. In the case of leave based upon a serious health condition or a servicemember's serious injury or illness, leave may be taken intermittently or on a reduced schedule basis, but only if such leave is medically necessary and the medical need can be best accommodated by intermittent leave or a reduced schedule. If intermittent leave or leave on a reduced hours basis is required for planned medical treatment, the team member is required to make reasonable efforts to schedule the treatment so as not to unduly disrupt the Company's operations.
- B. In the case of leave for the birth or placement of a child in adoption or foster care, intermittent leave or working a reduced schedule is not permitted unless the Company, in its sole discretion, elects to allow it.
- C. In the case of leave based upon a qualifying exigency, leave may be taken intermittently or on a reduced schedule basis.
- D. If intermittent leave or leave on a reduced hours leave is required or provided, the Company may, in its sole discretion, temporarily transfer the team member to another position for which the team member is qualified with equivalent pay and benefits that better accommodates that type of leave.

SECTION 6.6: EMPLOYEE NOTICE AND CERTIFICATION REQUIREMENTS

- A. For leave that is foreseeable, the employee must provide the Company with at least thirty days' notice. If the need for leave is not foreseeable, the employee is required to provide the Company with as much notice as is practicable once the need for leave becomes known.
- B. After being notified of the employee's need for FMLA-qualifying leave or whenever the Company becomes aware that an employee's leave of absence may qualify under the FMLA, the Company will determine if the employee is an "eligible employee" under the terms of this policy and the FMLA and will also advise the employee of any rights and responsibilities. Though not required, the Company will endeavor to use the Department of Labor's model Notice of Eligibility and Rights and Responsibilities form for such purposes (i.e., Form WH-381, available online at <https://www.dol.gov/whd/fmla/forms.htm>).
- C. The Company will require that leave based upon a serious health condition, or a servicemember's serious injury or illness, be supported by a medical certification from a health care provider. The Company will require that medical certification be submitted showing that a request for intermittent leave or leave on a reduced schedule basis is

medically necessary. Generally, the employee will be afforded no less than 15 days to have the certification form completed and submitted. In accordance with applicable regulations, the Company may request, a Company expense, a second opinion from a health care provider of the Company's choice (as well as a third opinion if the second opinion conflicts with the first opinion). The Company will require the employee to use the appropriate Department of Labor model medical certification form (i.e., Form WH-380-E, WH-380-F, WH-385, WH-385-V, available online at <https://www.dol.gov/whd/fmla/forms.htm>).

- D. Once any required certifications forms are submitted or the Company otherwise obtains the necessary information to determine if the employee's need for leave qualifies as an FMLA-qualifying reason, the Company will designate the leave accordingly and advise the employee of the designation. Though not required, the Company will endeavor to use the appropriate Department of Labor model Designation Notice for this purpose (i.e., Form WH-382, available online at <https://www.dol.gov/whd/fmla/forms.htm>).
- E. The Company may require subsequent medical recertification of an ongoing condition from the employee's health care provider every six months in conjunction with an absence, or more often to the extent permitted by applicable law.
- F. The Company will require that leave based upon a qualifying exigency also be supported by a certification and supporting documentation, including a copy of the military member's active duty orders or other similar documentation. Though not required, the Company will endeavor to use the appropriate Department of Labor model Certification for Military Family Leave for Qualifying Exigency form where appropriate (i.e., Form WH-384, available online at <https://www.dol.gov/whd/fmla/forms.htm>).
- G. Certification forms to be completed under this section are available from the human resources department. If an employee's certification or recertification is deemed by the Company to be incomplete, the Company will notify the employee of the deficiency and the employee will be provided seven days to cure the deficiency. A failure to complete the certification may result in the denial of leave for the period until the completed certification is submitted.
- H. During leaves under this policy, the employee must periodically report on his or her medical status and intent to return to work. Upon taking such leave, the employee will be advised of the reporting requirements.
- I. For leave taken because of the employee's own serious health condition, the employee is required to furnish a medical certification from his or her health care provider advising that the employee can safely resume performing the essential functions of his or her position before the employee will be allowed to return to work.

SECTION 6.7: HEALTH INSURANCE PREMIUMS

- A. During leaves of absence under this policy, the Company will continue to pay its portion of the health insurance premiums and maintain the team member's coverage under the health plan in the same manner as if the team member had been continuously employed

during the entire leave period, provided the team member continues to pay his or her share of the premiums.

- B. Should the team member fail to continue to pay his or her share of the premium, notices of proposed insurance cancellation and the opportunity to pay the premium as required by the FMLA will be provided before the cancellation.
- C. The team member will be advised in advance of any changes in premiums so that he or she will have ample opportunity to make arrangements to continue to pay his or her share of the premiums during the FMLA leave.
- D. If the team member does not return to work after the expiration of the leave, the team member will be required to reimburse the Company for its portion of health insurance premiums during the family leave as permitted by law, unless the team member does not return due to a serious health condition which prevents the team member from performing his job or circumstances beyond the control of the team member. To avoid required reimbursement, appropriate certification from a health care provider may be required if the team member does not return to work because of a serious health condition.

SECTION 6.8: ACCRUAL

During any period of leave under this policy, accrual of employment benefits, such as vacation pay, medical leave, seniority, etc., shall continue. Pension benefits will be determined in accordance with applicable law. Employment benefits to which a team member may be entitled on the day on which the FMLA leave of absence begins will not be lost because of such leave, except for those paid leave days substituted for unpaid leave taken under this policy as described below. Upon return from FMLA leave, team members are entitled to any changes in benefit plans not dependent upon seniority or accrual during the leave period.

Employees will not be disqualified from bonuses based upon attendance or safety for which they qualified prior to leave because of the taking of FMLA leave.

SECTION 6.9: SUBSTITUTION OF ACCRUED PAID LEAVE

- A. For unpaid leaves under this policy, the Company may require team members to substitute any accrued paid leave (including vacation, sick, personal leave, etc.) that he or she may have. This means that the team member's FMLA leave under this policy will run concurrently with the use of any accrued paid leave. The team member will be notified of the designation when the leave begins.
- B. Where the leave is not unpaid but the team member is not receiving his or her full pay (such as when on workers' compensation leave or leave under a disability plan), accrued paid leave may be used to supplement the team member's pay to bring him or her up to their full salary, to the extent that both the Company and the team member agree.

SECTION 6.10: JOB RESTORATION UPON RETURN FROM FMLA LEAVE

Except for certain key team members, team members who return to work from FMLA leave of absence within or on the business day following the expiration of the leave are entitled to return to their job or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Designation of key team member status and whether such status will affect the team member's right to reinstatement will be made at the time the team member requests leave, or at the commencement of leave, whichever is earlier, or as soon as practicable thereafter if such determination cannot be made at that time.

SECTION 6.11: FAILURE TO COOPERATE

Employees who fail to provide information to, or otherwise cooperate with, the Company in administering this policy, or who provide intentionally untruthful information as to the facts upon which the FMLA leave was granted, may have their leave delayed and/or be subject to discipline up to and including discharge as permitted by law.

WAGES AND HOURS

SECTION 7.1: BASIS OF PAY

Unless exempt under applicable law, all Cell Staff employees assigned to work at client facilities are paid an hourly rate and time and one-half (1 ½) that rate for all hours in excess of forty (40) hours worked in a seven (7) day period. If you work for a client facility in a state that has a different overtime standard, you will be notified by Cell Staff.

SECTION 7.2: EXEMPT EMPLOYEES

All employees who are exempt from the minimum wage and/or overtime provisions of applicable federal or state law, will be notified of their exempt status by Cell Staff. All exempt employees are paid a salary for all hours worked.

SECTION 7.3: REPORTING YOUR HOURS WORKED

Employees will submit a time sheet or other work time record to their client supervisor for approval each week. Examples to report each day:

- When they began to work.
- When they stopped work.
- The client assigned lunch break will not be counted as time worked; provided, on any day the employee does not get an uninterrupted lunch break of a minimum of 30 minutes, the employee shall note “no lunch” on the time report for that day and the time will be counted as hours worked.
- Short breaks allowed by the client need not be reported as they are considered work time for pay purposes.
- You should not work any hours which are not authorized and approved by Cell Staff. Do not start work early, finish late, work during a meal break or perform overtime work unless you are authorized by Cell Staff to do so to ensure that time is accurately recorded. If you do work unauthorized over-time, you still must report it to ensure you are properly paid.
- Your Recruiter will review the client report of your work time, make any necessary corrections and forward the report to Payroll for processing.

Falsification of time sheets or failure to report all hours worked will lead to disciplinary action.

SECTION 7.4: OFF THE CLOCK WORK

No “off the clock” work is permitted.

SECTION 7.5: VERIFICATION

Please immediately review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred, please notify your Recruiter and Cell Staff will research the situation and will promptly make any necessary corrections.

SECTION 7.6: PAYROLL PERIOD

The Cell Staff payroll workweek begins on Sunday at 12:00 AM and ends the following Saturday at 11:59 PM. If the client/facility workweek begins/ends on a different schedule, your over-time, eligible Holiday pay, or any other applicable compensable time will be calculated based on the client/facilities' workweek and policies. Please review your paystubs weekly to ensure accurate payments for all hours worked, especially when the Cell Staff payroll differs from the client/facility.

SECTION 7.7: PAYDAY

Employees are paid weekly on Friday for all hours worked during the preceding workweek, unless a bank Holiday falls on a Friday, then employees will be paid on Thursdays. Cell Staff recommends enrolling in electronic direct deposit to ensure timely receipt of your paycheck. You may elect to have your paycheck directly deposited into your bank, savings and loan, or credit union account. Any physical checks will be held at the Cell Staff office until the employee provides further instruction.

SECTION 7.8: NO RELEASE

Cell Staff cannot release your paycheck to any other person unless you tell us to do so in writing. Any paychecks not claimed within two (2) weeks after the pay date may be mailed to your last home address on record with Cell Staff.

SECTION 7.9: CHANGES

Any change in address, telephone number, W-4 deductions, dependent or marital status, and/or name change must be reported immediately to your Recruiter. Individuals requesting a name change must submit a copy of their Social Security card for verification before the name change request can be processed.

SECTION 7.10: LOST/STOLEN CHECKS

An employee should report a lost or stolen paycheck to your Cell Staff Recruiter immediately. A new paycheck will be issued to the employee after seven (7) days following the stop payment on the original check.

SECTION 7.11: TRAINING/INSERVICE

During the initial orientation and for mandatory training, Cell Staff will compensate the employee at the hourly rate for the job to which the employee will be assigned. Mandatory training sessions

are considered part of your scheduled work week. Failure to report to a required Cell Staff training session may be considered a no call/no show and could result in the separation of your employment.

As a courtesy to its Staff, Cell Staff may on occasion offer various information training sessions where your attendance is strictly voluntary and not mandatory. If you choose to attend such voluntary training sessions, you will not be compensated for your time.

SECTION 7.12: DEDUCTIONS

Your earnings may be reduced for certain types of deductions, such as your portion of health, dental or supplemental benefit insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) plan. All payroll deductions will be made in accordance with applicable federal, state and local laws and regulations.

SECTION 7.13: WAGE COMPLAINTS

In the event an employee believes he/she is not being paid in accordance with applicable law or was otherwise not correctly paid, the employee should immediately contact Cell Staff HR via email at CorporateHR@cellstaff.com.

CELL STAFF BENEFITS

SECTION 8.1: GROUP INSURANCE

A. Benefits

Cell Staff has developed for you and your dependents a comprehensive insurance benefits program. A more detailed description of your benefits may be found in the annual Employee Benefits Guide and in each of the Summary Plan Descriptions. You will be provided a Summary Plan Description (“SPD”) for the plans in which you are eligible to participate. These documents describe the available Plans for employees to choose from for themselves and their dependents.

Below is a brief summary of benefits available to qualified employees:

- Medical
- Dental
- Vision
- Various Voluntary Supplemental Benefits, including Voluntary Life, Short Term Disability, and more.
- 401(k) Retirement Savings Plan. (The 401(k) Retirement Savings Plan has different eligibility requirements).

Your Cell Staff Recruiter or Cell Staff Quality Assurance Team can identify the programs for which you are eligible.

B. Costs

The Employee Benefits Guide and SPD will also advise as to the cost of each option, including cost sharing, if any, Cell Staff provides.

C. Status Changes

Any change in address, telephone number, dependent or marital status and/or name must be reported immediately to your Cell Staff Recruiter payroll team. Your failure to notify the Company of any changes in your personal information could delay the receipt of important benefit plan information.

D. Official Plan

If there is any difference between the complete official plan documents and the descriptions contained within the Summary Plan Descriptions provided for each plan, the terms of the official plan document will govern. If you wish to review the official document, you can submit a request in writing to the Quality Assurance Department, at the following address:

1715 N. West Shore Blvd., Suite 525, Tampa FL 33067 or via email at QA@CellStaff.com.
The terms of our various plans are subject to change at any time without advance notice.

SECTION 8.2: COBRA (CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985)

Federal law requires the continuation of health benefits coverage for a specified period of time for covered employees and their dependents when certain “qualifying events” occur, such as separation of employment, divorce, reduction of work hours or a loss of dependent status. When a “qualifying event” occurs, either you or your family members may elect to extend coverage, as it is offered within the COBRA guidelines. If a qualifying event is caused by Cell Staff (examples, termination, lay off) you will be notified of your COBRA rights. Otherwise, you must advise your Recruiter of any other qualifying event such as divorce or change of dependents.

SECTION 8.3: HOLIDAYS

A. Holiday Pay

Cell Staff offers Holiday pay to all eligible hourly employees at 1.5x (one-and-one-half times) your regular hourly rate of pay on the 6 (six) major holidays listed below provided only if the employee is required to work and does work. **Please note that over-time and Holiday pay for the same hours worked do not stack – so if any employee’s hours are such that overtime is due, there will be no additional pay for the Holiday.** Holidays begin at Midnight on the date of the Holiday and end at 11:59 pm on the date of the Holiday, UNLESS the client/facility has a different policy in place for that Holiday.

B. Holidays Recognized

The 6 (six) Holidays include:

New Year’s Day	Memorial Day
Labor Day	Thanksgiving Day
Independence Day (July 4th)	Christmas Day

C. Client Holidays

Holiday pay as provided in Section 8.3(A) is paid only on the six (6) days listed in Section 8.3(B) if those days are actually worked. Work on other holidays even if recognized by a client are paid at the employee’s regular hourly rate and overtime after forty (40) hours of work in a payperiod; provided, time and one-half will be paid if the client agrees to reimburse Cell Staff for the additional cost.

D. Unworked holidays are not counted as time worked in determining eligibility for overtime.

SECTION 8.4: JURY DUTY

All employees are eligible for jury duty leave which is unpaid unless payment is required by federal, state or local law. If you need to miss a scheduled shift because of jury duty leave, you must provide a copy of the jury summons to the Cell Staff office within seventy-two (72) hours of the date of the leave.

SECTION 8.5: MILITARY LEAVE

A. Intent

Cell Staff commends employees who protect our Country through service in the United States Armed Forces. Cell Staff's intention is to comply with federal and state law, including the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), Chapter 43 of Title 38 U.S.C., which govern an employee's leaves of absence to complete military service.

B. Definitions

For the purposes of this policy, the following definitions shall apply:

1. "Uniformed Services" means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, the commissioned officer corps of the National Oceanic and Atmospheric Administration, System members of the National Urban Search and Rescue Response System during a period of appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and any other category of persons designated by the President in time of war or national emergency.
2. "Service in the Uniformed Services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, State active duty for a period of 14 days or more, State active duty in response to a national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.), State active duty in response to a major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170), a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, a period for which a System member of the National Urban Search and Rescue Response System is absent from a position of employment due to an appointment into Federal service under Section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and a period for which a person is

absent from employment for the purpose of performing funeral honors duty as authorized by Section 12503 of Title 10 or Section 115 of Title 32.

3. "Military Orders" means the official documents of the United States Armed Forces or the National Guard, issued by a command authority, pursuant to military regulations, directing enlisted personnel or officers to active duty.
4. "Reserve Components" means (1) the Army National Guard; (2) the Army Reserve; (3) the Naval Reserve; (4) the Marine Corps Reserve; (5) the Air National Guard; (6) the Air Force Reserve; and (7) the Coast Guard Reserve.
5. "Military Necessity" means "a mission, operation, exercise or requirement that is classified, or a pending or ongoing mission, operation, exercise or requirement that may be compromised or otherwise adversely affected by public knowledge" as defined by the applicable regulations promulgated by the U.S. Secretary of Defense.
6. Cell Staff human resource department is signaled by CorporateHR@cellstaff.com.

C. Annual Training

All employees of Cell Staff who are members of the Uniformed Services of the United States, including the corresponding Reserve Components, and the National Guard are entitled to leaves of absence from their respective duties, for the period during which they are engaged in training ordered under the provisions of the United States military regulations for such personnel when assigned to active or inactive duty. Such leaves of absence shall be granted without pay in accordance with Federal law.

D. Active Service

All employees of the Company who are members of the Uniformed Services of the United States, including the corresponding Reserve Components, and the National Guard are entitled to leave of absence from their respective duties to perform active military service. Such leaves of absence shall be granted without pay in accordance with Federal law.

E. Employee Rights During Leave of Absence for Military Service

During a leave of absence for military service, all employees shall be entitled to receive all non-seniority rights and benefits that employees who are not on military leave are entitled to receive. Employees may, but are not required to, elect to utilize any paid leave accrued prior to the commencement of his or her military service while on unpaid leave status.

F. Procedure

1. In the absence of military necessity or other circumstances that render advance notice impossible or unreasonable, all employees must provide advance notice to his or her direct supervisor as well as the Cell Staff's Human Resources Department

that the employee intends to leave his or her position to perform services for the National Guard or Uniformed Services of the United States. Such notice should be provided to Cell Staff's Human Resources Department as far in advance as reasonably possible under the circumstances and at least thirty (30) days in advance of the date the employee intends to leave his or her position to perform such services. Written notice is preferred and should include the dates the employee anticipates being absent to perform such services.

2. In addition to an employee's obligations under subsection F1 above, an employee must also provide to Cell Staff's Human Resources Department a copy of his or her military orders that correspond to the employee's anticipated leave of absence.
3. A copy of the employee's military orders and written notice provided to Cell Staff (if applicable) under subsection F1 above, shall be placed in the employee's personnel file.
4. If during a leave of absence for active duty or service, the employee's military orders are subsequently altered or extended, the employee is responsible for promptly notifying Cell Staff's Human Resources Department and must provide a copy of the employee's new military orders to the Cell Staff's Human Resources Department as soon as reasonably possible.
5. Upon completion of the period of active duty, the employee shall be responsible for promptly notifying Cell Staff's Human Resources Department as well as executing and submitting to Cell Staff's Human Resources Department a Request for Reinstatement Form.
6. Reinstatement
 - A. Cell Staff will place an employee returning from military service who meets the reinstatement qualifications set for below to the position held before the military service began unless it is unavailable because of reasons allowed by applicable law; provided the employee remains qualified to perform the essential functions of the job, which in the case of a legally recognized disability will include reasonable accommodation which does not cause undue hardship to Cell Staff operations.
 - B. Otherwise, placement upon return from military service shall be as provided by applicable law.
 - C. To qualify for reinstatement, an employee returning from military service must be available to return to work within certain time limits depending on the duration of the employee's military service as provided below:
 - D. Service of 1 to 30 days: The employee must report for work by the beginning of the first regularly scheduled work period that begins on the next calendar

day following completion of service, after allowance for safe travel home from the military duty location and an eight (8) hour rest period unless if, due to no fault of the employee, timely reporting back for work would be impossible for unreasonable.

- E. Service of 31 to 180 days: A Request for Reinstatement Form must be submitted to Cell Staff's Human Resources Department no later than fourteen (14) days after completion of the employee's military service. If timely submission of the Form is impossible or unreasonable through no fault of the employee, the Form must be submitted as soon as possible on the next day that submission of the Form is possible.
 - F. Service of 180 or more days: A Request for Reinstatement Form must be submitted to Cell Staff's Human Resources Department no later than ninety (90) days after the date the employee completes his or her military service.
7. Cell Staff may request from an employee who is absent for period of military service that is greater than thirty (30) days documentation that demonstrates that:
- i. The employee's Request for Reinstatement is timely;
 - ii. The employee has not exceeded the five (5) year service limitation as provided in 38 U.S.C. § 4312(a)(2); and/or
 - iii. The employee's separation from military service was for a non-disqualifying reason as provided in 38 U.S.C. § 4304.
8. Upon return from military leave of absence, Cell Staff may require the employee to undergo a medical examination to determine fitness to perform the duties of the position to which the employee is returning. An employee injured or unable to perform previous duties due to a military service-related injury may be reasonably accommodated.

G. Non-Discrimination/Retaliation

Employees called to active military service will not be disciplined, discharged, or in any other way penalized due to their military leave of absence.

H. Miscellaneous

This policy is not intended to address every issue that may arise as a result of an employee's military leave. Any additional issues not addressed in this policy shall be resolved in accordance with State and Federal law.

SECTION 8.6: BEREAVEMENT LEAVE

All full-time employees who have completed ninety (90) days of continuous service are eligible for unpaid Bereavement Leave of up to three (3) business days in the event of the death of an immediate family member. An immediate family member for purposes of this leave includes spouse, children, siblings, parents, parents-in-law, grandchildren, and grandparents. At the discretion of management, you may receive one unpaid day off for other relatives. Your Cell Staff Office may request written verification of your need for this leave.

SECTION 8.7: WORKER'S COMPENSATION/WORKPLACE INJURIES

A. The Benefit

In accordance with applicable law, Cell Staff provides Workers' Compensation insurance coverage at no costs for employees in case of a work-related injury. If a workplace accident occurs, you experience a "near miss," or if you are injured (regardless of severity) or become ill in the course of your employment, you should report it immediately by calling the PC 365 workers compensation injury triage hotline at 1-888-345-6783 and reference Cell Staff and company/location ID 321550. Once the call is complete, please report the injury via email to your Cell Staff Recruiter and WC@cellstaff.com. Specific information regarding Workers' Compensation benefits may be obtained through your Recruiter, or wc@cellstaff.com. The benefits provided to employees with work-related injuries may include medical care and vocation rehabilitation to assist in your return to suitable employment.

B. Required Reporting

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the PC 365 Workers Compensation Hotline;
- Once reported to PC 365, please report any work-related injury via email to your Cell Staff Recruiter and WC@cellstaff.com as soon as possible, no later than 24 hours after injury;
- Seek medical treatment and follow-up care, as recommended by the PC 365 injury triage team;
- Complete a written Incident Form, detailing the circumstances surrounding your work-related accident and return it to your Cell Staff Recruiter and wc@cellstaff.com; and
- If you are unable to perform your job responsibilities, provide the Company with a written certification from a licensed healthcare provider certifying the need for disability leave, as well as your eventual ability to return to work from the leave.

C. FMLA Concurrent

Cell Staff reserves the right to also designate any time missed due to a work-related injury as Family and Medical Leave if the employee is otherwise eligible for such leave.

D. Return to Work

Upon submission of a written medical certification that you are able to return to work after a qualified workers' compensation leave, Cell Staff will attempt to reinstate you to the same position that you held at the time the leave began, or to an available equivalent position. If you have a legally recognized disability, Policy 2, Section 2.3 will apply.

E. False Claims

The law requires the Company to notify its workers' compensation insurance carrier of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments shall be reported to the appropriate authorities and prosecuted to the fullest extent of the law.

SECTION 8.8: SAFETY IN THE WORKPLACE

Cell Staff is committed to providing you with a safe and healthy working environment. To this end, Cell Staff makes every effort to comply with applicable federal and state occupational health and safety laws and to develop programs that help foster such an environment. All Cell Staff employees are expected to help maintain a safe and healthy working environment while working, and to adhere to proper Cell Staff and client procedures and practices to prevent injuries and illnesses. You should report any unsafe conditions or behaviors encountered in the workplace to your Recruiter and wc@cellstaff.com.

You should not bring valuable or unnecessary personal items to your work assignments. Neither Cell Staff nor the client facility, building, hospital floor, etc. If you are unfamiliar with the location of your worksite, check with your Cell Staff Recruiter for more detailed information.

SECTION 8.9: OTHER TIME OFF

A. Vacation

1. Unless you are advised in writing otherwise by the Recruitment Manager or Vice President, Cell Staff does not provide paid vacation or PTO to off-site employees.
2. Approval: If you have been notified in writing that you are entitled to vacation, you must have the time off approved in advance by you Recruiter and the client.
3. Use: Approved vacation may be used for bona fide illness or injury, FMLA, vacation, approved sick leave, to supplement workers compensation up to your regular hourly rate at your normal scheduled hours or other approved time off.
4. Carry over: Vacation not used by the end of a calendar year will be lost.

5. Pay Off Upon Leaving Employment: Unless required by State Law, there will be no pro rata vacation pay in the year if employment ceases.
6. State Law: In the event of any inconsistency in this Vacation Policy and applicable law where you work, you will be advised by a Cell Staff representative.

B. Sick Leave

1. Eligibility

Cell Staff does not provide paid sick leave to off-site employees unless required by the law in the location where the employee is assigned. If you are entitled to paid sick leave by such laws, you will be notified.

2. Use

Eligible for paid sick leave, it may be used for FMLA leave, approved absence for sickness or injury, medical or dental appointments or to supplement worker's compensation up to your regular hourly rate times your normal scheduled hours.

3. Carry Over

Sick leave not used by the end of the calendar year will be lost unless otherwise required by applicable law.

4. Pay Off

Sick leave not used will not be paid upon cessation of employment unless required by applicable law.

5. Reporting

To receive paid sick leave, the employee may be required to present an explanation or evidence of sickness/injury including medical doctor's excuse.

C. Unpaid Leave

In addition to FMLA leave, which is unpaid leave unless otherwise required by Federal law or the law where you are assigned, Cell Staff may grant unpaid leave for extended unpaid medical leave or other reasons which the Company determines are for legitimate reasons and do not impact Company operations. Any extension will be under conditions and limits as set by Cell Staff.

SECTION 8.10: Cell Staff 401(k) Retirement Plan (RP")

A. Plan

Cell Staff provides a Section 401(k) Profit Sharing Retirement Plan for non-union employees over age 21 who have worked at least 1,000 hours during 12 consecutive months. Eligible employees will be notified when and if they become eligible and provide

them a Summary Plan Description (“SPD”) explaining all the details for participation, contributions, and withdrawals.

B. Contributions

1. Employees make before tax contributions to the 401(k) Plan and/or after tax contribution to a Roth Plan.
2. Cell Staff currently matches a portion of the employee contribution.

C. Vesting

1. The employee is 100% automatically vested in the employee’s contributions.
2. Vesting in the Cell Staff contributions is based on the employee’s years of credited service as a Cell Staff employee.

D. Cell Staff reserves the right to modify or eliminate the Section 401(k) as well as its contribution to the Plan. Employees will be advised of any such changes.

E. Contact 401k@cellstaff.com as to investment options as well as other details about the Section 401(k) Plan.

SECTION 8.11: SECTION 125 PLAN

Cell Staff offers a Section 125 Plan under which an eligible employee can authorize pre-tax deductions from the employee’s benefit for use for health, dental, home care, childcare and other legally allowed uses. To obtain information so as to participate in this 125 Plan, employees need to contact QA@cellstaff.com or Gallagher Insurance Support Center @ 855-670-2222 or losangeles.ESC@ajg.com.

MISCELLANEOUS

SECTION 9.1: PRIVACY

Employees have no expectation of privacy as to their personal belongings on Company or client property.

When deemed necessary for safety or efficient operations, Cell Staff and/or its clients reserve the right to inspect employee desks, lockers, handbags, backpacks, lunch boxes and other employee containers located on Company or client property. If the employee is present at the time of the inspection, the employee may be present.

SECTION 9.2: REHIRE OF FORMER EMPLOYEES

Former employees who separate from the Company in good standing may be considered for reemployment; however, reemployment is not guaranteed. Employees who resign or quit without providing at least two (2) weeks' notice may be ineligible for rehire. Employees who are involuntarily separated from the company may not be eligible for rehire.

SECTION 9.3: REPORTING INCIDENTS

A. Incident Reports

Cell Staff incident report process is a component of our Risk Management Program which is designed to identify all potential outcomes to treatment, untoward events or perception of the patient and family that an occurrence has taken place. An Incident Report shall be completed for any unusual occurrence as it relates to patient care, included but not limited to the examples listed in subsection 9.3(C) below. The Incident Report is a mechanism to identify actual or potential risks that must be reduced, if not eliminated, to prevent injury. There are five (5) purposes for reporting incidents to Cell Staff:

- To facilitate early detection of problems or compensable events.
- To establish a foundation for early investigation of all potentially serious events.
- To enable cross reference with other risk detection systems.
- To track all patient infections (subsequent to admission).
- To identify potential Sentinel Events that may be considered reviewable by the Joint Commission.

B. Incidents to be Reported

It is your responsibility, along with the facility, to report any incident in which you may have been involved to your Recruiter and your client supervisor as soon as possible within 24 hours of occurrence of the incident. You may be required to fully and truthfully participate in any investigatory follow-up process related to the incident.

C. The following list is a list of specific events or occurrences which must be reported; however, this list may not be all inclusive:

- Building Security;
- Staff Endangerment;
- Patient Endangerment;
- Problems with Procedure or Protocol;
- Refusal of Treatment;
- Missing Narcotics/Medications;
- Medication Errors;
- Medical Device loss/breakage;
- Equipment malfunction or calibration error;
- Inadequate Supplies;
- Unprofessional behavior;
- Patient Injury; including: Burns/Scald, falls, injuries, contusions, lacerations;
- Anaphylaxis;
- Cardiac Arrest;
- Patient Death; and
- Any other patient related incidents.

SECTION 9.4: INCLEMENT WEATHER

It is Cell Staff policy to be open for business on each and every working day, regardless of weather conditions, and all employees are expected to report to their scheduled work assignments unless specifically excused by their Cell Staff Recruiter or and your client supervisor.

Extreme situations, such as power failures, may sometimes necessitate the closing of a Cell Staff office location. However, you should still report to your assignment. Please refer to section 4.9 for issues or questions related to attendance resulting from inclement weather.

SECTION 9.5: VISITORS AND CHILDREN

Visitors, including children, are not permitted at the client worksite; provided, the client at the site to which you are assigned may allow child access for certain reasons such as nursing. Coordinate with your Recruiter concerning such access at the client facility.

SECTION 9.6: WORKPLACE VIOLENCE

Workplace violence, threats of violence, or dissemination of any written or electronic sites depicting same when on duty as are off duty electronic or electronic sites exhibits or calling for violence towards an employee, employee of a client, or patient. Discipline up to and including termination of employment will result from a violation of this section.

SECTION 9.7: DUI/DWI

Employee who utilizes Company or personal vehicles to go to and from client assignment or to perform work for Cell Staff or a client, must immediately report to CorporateHR@cellstaff.com in the event they are charged with a DUI or DWI. Cell Staff will take appropriate action to ensure safety of all concerned.

SECTION 9.8: CRIMINAL CHARGES

Whenever an employee is charged with any crime, other than a traffic violation, the employee shall immediately advise his/her Recruiter and email CorporateHR@cellstaff.com. Cell Staff will take appropriate action to ensure safety of all concerned.

COMPLAINT RESOLUTION

SECTION 10.1: POLICY

The purpose of this policy is to assure non-managerial employees that their non-disciplinary problems and complaints will be considered fairly, rapidly and without reprisal. It is expected that the procedures set forth below will encourage employees to discuss with their Recruiter matters pertaining to conditions of employment as they affect individual employees. In addition, free discussion between employees and Recruiters will lead to better understanding of practices, policies, and procedures which affect employees. This will serve to identify and eliminate conditions which may cause misunderstandings.

SECTION 10.2: DEFINITION OF A COMPLAINT

A complaint is a statement about a misapplication or misinterpretation of this EH or other working conditions. This procedure may be utilized to raise concerns of perceived or actual mistreatment or unfairness. Sexual and other forms of illegal harassment are covered by Section 2.4 of this Employee Handbook.

SECTION 10.3: PROCEDURE

A. Step One

An employee shall verbally or in writing present their complaint to their Recruiter within three (3) working days from the time the problem occurred. The Recruiter shall attempt to resolve the problem within three (3) working days of receiving the complaint.

B. Step Two

If the employee has not received an answer from the Recruiter within three (3) working days, or if the employee feels the answer received is not satisfactory, the employee may present a written summary of the problem to Recruitment Manager within five (5) working days after the Recruiters deadline in Step One or the Recruiters answer, whichever first occurs. Assistance will be provided upon request by Quality Assurance Manager in Tampa. The Recruitment Manager will notify the employee of the decision within ten (10) days of receipt of the employees summary, which may be extended should the Manager need more time.

C. Step Three

If the employee has not received an answer from the Recruitment Manager within five (5) working days, or if the employee feels the answer received is not satisfactory, they may present a written summary of the problem to the Vice President of Operations in Tampa who will make the final decision for Cell Staff and notify the employee of the results.

HANDBOOK ACKNOWLEDGEMENT

COMPANY POLICIES & PROCEDURES ACKNOWLEDGMENT

The purpose of this EH is to describe the Company's current personnel policies and is to provide general guidance only. The Company reserves the right to change any part or all of this EH at any time. Employees will be advised of any changes.

THIS HANDBOOK IS NOT AN EMPLOYMENT CONTRACT, NOR DOES THIS HANDBOOK
GUARANTEE ANY FIXED TERMS OR CONDITIONS OF YOUR EMPLOYMENT.

This is to acknowledge that I have received and reviewed a copy of the Cell Staff Employee Handbook, and I hereby agree to be employed under the conditions set forth in this EH. If at any time I have any questions about Cell Staff policies and procedures, I will promptly ask my Cell Staff Recruiter or Vice President or contact Cell Staff Corporate Office at 1715 N. Westshore Blvd., Suite 525, Tampa, FL 33607.

I hereby release Cell Staff in its exclusive discretion to provide any person with any and all information about my employment with Cell Staff, including but not limited to my personnel file and the opinions of Cell Staff Managers and Recruiters as to my performance as an employee.

Printed Name

Signature