Policies and Procedures

1. Professional Expectations. When an Employee enters into an Employment Agreement with TNAA, he or she is entering into the Agreement for the performance of professional services rendered for the benefit of the Client Facility. The Employee understands and agrees to:
   - Arrive at assigned Client Facility as scheduled during the term of the Assignment Confirmation Agreement;
   - Notify TNAA and the Client Facility two (2) hours, unless Client Facility requires earlier notification, prior to start of scheduled shift if unable to report to the Client Facility on time or not at all;
   - Maintain a valid license in good standing for each jurisdiction of any Assignment with TNAA;
   - Provide copies of all required licenses, credentials, and health requirements prior to the “Start” date of the Assignment and at any time thereafter as requested by TNAA;
   - Always dress appropriately as defined and required by the Client Facility;
   - Always maintain a professional, friendly and respectful attitude;
   - Cooperate with, at a minimum, annual TNAA evaluations performed by DON/CL; and
   - Complete Competency assessment (testing), at a minimum, annually.

Willful non-compliance of any type will not be tolerated and may result in the termination of your Assignment. Examples include, but are not limited to:
   - Unexcused absences;
   - Refusal to perform duties as assigned;
   - Display of poor or improper attitude or behavior;
   - Failure to complete the agreed upon term of the Agreement;
   - Falsification of any portion on the application or falsification of any documentation required or requested by TNAA or Client(s);
   - Failure to comply with deadlines and requirements of TNAA’s Quality Assurance Department which include but are not limited to health records, credentialing, TNAA policies and procedures and testing requirements; or
   - Failure to comply with Client’s policies and procedures, including failure to immediately participate in any TNAA or Assignment Facility requested drug screening.

2. Pre-employment Work References. Each Employee must provide two (2) acceptable work references before eligibility for hire (or rehire) is determined. The term “acceptable” is defined by an “Average” or “Above Average” rating for both work references provided.
   - If one (1) acceptable work reference has been received by TNAA from the Employee’s most recent employer, the Employee’s application profile may be submitted for consideration to a Client Facility while the second acceptable work reference is in process, however, no binding offer for employment to travel on assignment can be entered into until TNAA has received the second acceptable work reference.
   - If a “Below Average” or “Poor” rating is received for either work reference, the Director of Nursing/Clinical Liaison (“DON/CL”) or Quality Assurance Director (“QAD”) will investigate and review the matter in order to determine eligibility for hire (or rehire). If the DON/CL or QAD approves Employee for hire (or rehire), the employee hire (or rehire) process will continue. If the DON/CL disapproves Employee
Policies and Procedures

for hire (or rehire), DON/CL or QAD will notify Employee in writing or via electronic
mail of hire (or rehire) status.

3. **Criminal Background Screens.** Upon receipt of the signed and completed Background
Authorization form, TNAA’s Quality Assurance Department will order a complete
criminal background screen. All criminal background screen results are subject to review
and approval by the Client Facility, regardless of any prior approval of exceptions by
TNAA. A criminal background screen includes, but is not limited to, the following:
- A complete history, based on facility requirements but for no less than seven (7) years,
  for all counties and/or states in which the Employee has lived and/or worked;
- A complete sexual predator search, based on facility requirements but for no less than
  seven (7) years, for all counties and/or states in which the Employee has lived and/or
  worked; Education verification pertaining to specialty; and
- OIG and EPLS searches;
- Professional license/credential verification and disciplinary action search; and
- Additional screens as required by the Client Facility

An Employee may not provide patient care at the Client Facility until a completed criminal
background screen has been received and approved by TNAA’s Quality Assurance
Department.

Any of the following may become the basis for disqualification for employment with
TNAA:
- Conviction of a felony offense or a conviction of a misdemeanor offense, if job-
  related;
- Termination from a previous job or travel assignment related to criminal conduct or
  sexual predatory behavior;
- Open disciplinary action on a license
- Inclusion on any of the following lists: OIG, EPLS, SDN, and HHS;
- Misdemeanors for abuse, violence or drug-related offenses;
- Multiple convictions regardless of the nature of offense;
- The existence of an open warrant for arrest

4. **Urine Drug Screens.** All Employees are required to take a urine drug screen prior to
commencing employment with TNAA, and thereafter upon request within twenty-four (24)
hours of such request by TNAA. In the case of a worker’s compensation claim, TNAA
reserves the right to require a post-injury urine drug screen as allowed or required by state
or local worker’s compensation regulations or laws.

No Employee may be allowed to report for orientation or work at the Client Facility until a
completed urine drug screen with a negative result has been received by TNAA’s Quality
Assurance Department. The only permitted exception to this policy is in the instance of a
Client Facility approving in advance, orientation with no patient care or contact when a
prior urine drug screen with a negative result is on file with TNAA.

Each drug screen will consist of a minimum of a 10-panel drug screen to include:
amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone,
methaqualone, opiates, PCP and propoxyphene. Collection sites will be chosen and
approved in advance by TNAA only. These drug screens will be non-DOT (non-regulated)
and all specimens will be sent to laboratories certified by the Substance Abuse and Mental
Health Services Administration (SAMHSA).
If the drug screen result is “Dilute Positive”, the screen is a “Fail”, the Employee’s file will be reviewed by TNAA’s Quality Assurance Department to determine eligibility for future employment. If applicable, all corresponding state boards of nursing will be notified.

If the drug screen result is “Dilute Negative”, the screen is subject to review and approval by the client facility.

If the drug screen result is “Positive”, the Employee’s file will be reviewed by TNAA’s Quality Assurance Department to determine eligibility for future employment. If applicable, all corresponding state boards of nursing will be notified of the “Positive” drug screen result.

If the drug screen is canceled by the Medical Review Officer (MRO), the assignment will also be cancelled.

Failure to take or repeat a drug screen within the requested forty-eight (48) hour timeframe is sufficient grounds for cancellation or termination of employment and, if applicable, all corresponding state boards of nursing will be notified.

5. **Early Termination of Assignment.** An early termination is defined as an active assignment in which the end date has been revised to an earlier date than originally scheduled.

   a. When the Client Facility initially requests to terminate an assignment, TNAA’s DON will inform the Employee.

   b. Termination fees range from $0 to $2000 based upon the Employee’s specific assignment expense components (housing commitments, all costs incurred by QA, and any other advances made to the Traveler, etc). Where a termination fee has been assessed, TNAA reserves the right to initiate collection procedures to recover these fees. **A Termination Fee will not be assessed in cases of termination by the Client Facility due to low census.**

   c. Eligibility for rehire will be determined according to TNAA’s Eligibility for Rehire Policy.

   d. If applicable, the TNAA Benefits Department will notify all insurance carriers of the Employee’s change in employment status and COBRA notice documentation will be sent to the Employee in accordance with HIPAA regulations.

6. **Cancellation of Assignment.** Assignment cancellation is defined as an assignment that is cancelled prior to its “Start” date. TNAA cannot guarantee restoration of this assignment.

   a. If cancellation occurred due to a Quality Assurance issue, the Quality Assurance Director will contact the Employee to notify them of the cancellation. If the assignment is cancelled by the Client Facility due to staffing issues, the Recruiting Specialist will contact the Employee to notify them of the cancellation.

   b. A statement of Cancellation Fee and related expenses owed will be sent to the Employee.

   c. Cancellation fees range from $0 to $2000 based upon Employee’s specific assignment expense components (company provided housing, deposits, pass/fail testing costs, other QA costs) and any other advances made to the Traveler. Where a cancellation fee has been assessed, TNAA reserves the right to initiate collection procedures to recover those fees.
d. If applicable, the TNAA Benefits Department will notify all insurance carriers of the traveler’s change in status and COBRA documentation will be sent to the traveler in accordance with HIPAA regulations.

See Terms and Conditions for more information regarding cancellation fees.

7. **Eligibility for Rehire.** Eligibility for rehire is determined by the sole opinion of TNAA’s Quality Assurance Committee on a case-by-case basis. The general guidelines used in determining eligibility for rehire is as follows:

In general, an Employee is eligible for rehire:
- If the assignment is cancelled or terminated by the Client Facility or Employee because of a work-related injury. In such instance, the Employee must provide a work release from the attending physician and receive approval from both the Workers’ Compensation Administrator and Claims Adjustor before returning to work on assignment.
- If the assignment is cancelled or terminated by the Client Facility due to low census or they no longer have a need for the Employee.

In general, an Employee is **not** eligible for rehire:
- If the assignment is cancelled or terminated by the Client Facility or Employee due to Quality Assurance issues.
- If the assignment is terminated by the Client Facility for excessive absenteeism, medical errors, behavior issues or failure to pass or complete required testing.
- If the Employee abandons the care of his or her patients at any time.
- If the assignment is cancelled or terminated by TNAA or the Client Facility due to misrepresentation of qualifications or falsification of information provided by the Employee.

In any case, TNAA and its Quality Assurance Committee, in its sole opinion, reserves the right to consider extenuating facts and circumstances and exercise prudent judgment when determining eligibility for rehire.

8. **Company-Provided Housing.** Housing is part of the overall compensation paid to Employee, and expenses, including but not limited to rent, deposits, furniture and utilities are advanced in contemplation of Employee completing the Assignment. If TNAA makes housing and furniture rental arrangements with third parties to enable Employee’s Assignment and Employee fails to complete the Assignment, Employee will be financially responsible for a Termination Fee of up to $2000.00, based upon the Employee’s specific assignment expense components. Employee will be responsible for additional charges resulting from damage to housing accommodations or other property. Employee authorizes TNAA to payroll deduct any such advanced, unearned benefits, and damages from compensation due to Employee including Employee’s final paycheck. Employee must vacate Company-Provided Housing by the later of: 48 hours after completion of their last shift worked, or 48 hours after notification of the termination of their Assignment.

9. **Pets.** TNAA makes great effort to accommodate the needs and desires of Employees traveling with pets while on assignment, however, the Employee should be aware of various pet-related charges that may be incurred. The Employee should be aware of the following:
• The Employee must receive prior approval from a representative of TNAA’s Housing Department before housing a pet in Company-provided housing.

• Most property owners require current vaccination records and a recent photo of your pet at the time of move in, so the Employee should be prepared to provide this information at that time.

• Most property owners require both a refundable pet deposit and a non-refundable pet fee, and some may even charge additional pet rent. Both pet deposits and pet fees may vary in amounts based on the number, size and breeds of your pets.

• Most property owners and/or furniture vendors have specific policies regarding pets and providing sanitized and allergen-free accommodations, therefore, Employees should expect related charges for flea treatment, pet odor treatment, additional carpet cleaning, pet stain removal, hair removal, etc. These charges are customary and are applied regardless of the condition of the apartment or rental furniture. Any additional pet-related charges that may be assessed are deducted from the Employee’s pet deposit.

• Non-refundable pet fees are considered “pet privilege fees” and will not be applied against any of the above mentioned pet-related charges.

• In order to avoid unnecessary pet-related charges, TNAA advises employees to house pets in crates or kennels while away.

• Refundable pet deposits are processed and refunded to the Employee within thirty (30) to sixty (60) days from move out.

If the Employee has more than two (2) pets, or if one or more pets exceed forty (40) lbs. in weight at maturity, or one or more are a pure or mixed breed of the following breeds, Company-provided housing can only be offered in locations that permit such pets: Akita, American Malamute, Bull Dog, Bull Mastiff, Chow, Doberman Pinscher, German Shepherd, Great Dane, Husky and St. Bernard. TNAA specifically restricts Pit Bull or Rottweiler breeds from Company-provided housing while traveling on assignment.

10. Workplace Accidents. If Employee is involved in a workplace accident, Employee should call Medcor, TNAA’s Workers’ Compensation claims processing agent, at (800) 775-5866. All injuries must be reported within twenty-four (24) hours, even if medical attention is not immediately determined to be necessary. Failure to promptly report injuries can affect filing for benefits.

11. Hospital Strikes, Employee Responsibility. While TNAA does not specifically identify and seek employment contracts with striking healthcare facilities, it is possible that an employee strike may occur at Client Facility during the Employee’s assignment. In such an event, the Employee shall not be required to work regularly scheduled hours during such strike. If Employee chooses to work during any strike, the Employee will be compensated according to the terms of the Employee’s Assignment Confirmation Agreement. If the Employee chooses not to work during the strike, the Employee will receive no compensation or related benefits nor will the Employee be charged for Missed Hour Charges.

12. Bereavement Leave. Employee is not paid for shifts missed due to a death within their immediate family. However, Employee will not be charged Missed Hour Charges for up to three (3) consecutive shifts missed due to such bereavement. Immediate family members are defined as an employee’s spouse or domestic partner, parents, stepparents, siblings, children, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.
13. Jury Duty. All employees are encouraged to participate in their respective communities, including serving on a jury if summoned by a court of law. If the duration or timing of such jury duty will cause a hardship for TNAA or the Client Facility, TNAA may request Employee to seek postponement or excusal by the court. In the event the Employee is summoned for jury duty, the procedural guidelines are as follows:

- Upon receipt of such summons, the Employee should immediately notify his or her Recruiting Specialist.
- In the event jury duty is required, TNAA will notify the Client Facility of the interruption in employment.
- Missed Hour Charges will not be charged during the first week of jury duty. Subsequent hours missed will be evaluated for Missed Hour Charges on a case-by-case basis. The Employee is required to report for work at the Client Facility on days not obligated by jury duty or when he or she is excused early.
- Upon completion of jury duty, the Employee must obtain a certificate from the court clerk verifying the dates of service.

14. Grievance. TNAA is committed to providing a high level of service to its clients and employees, and strives to create a fulfilling and satisfying work environment for all employees and addresses every issue with the motivation of fair and equitable resolution and satisfying the needs, concerns and reasonable expectations of all involved. If for any reason, an Employee is not satisfied, has a concern or would like to offer a suggestion to improve our internal processes, the Employee may direct such concerns or comments by calling (800) 240-2426 or by sending an e-mail to movetoinprove@nurse.tv. All incoming emails and suggestion notices will be sent directly to the Human Resources and Facility Contract Director whose initial consideration will determine the department most suited to address and resolve the complaint. Each departmental manager is then responsible for evaluating the issue and pursuing an effective, time- and cost-efficient solution that is in the best interest of the complainant and TNAA. The departmental manager may seek counsel from others who are familiar or involved with the matter (i.e. Recruiting Specialist, Healthcare Facilities Manager, Housing Coordinator, etc). Complaints not related to a particular department, or that may involve varied or sensitive circumstances, will be forwarded to the President/CEO. The President/CEO will then proceed according to his/her valued judgment. Employees should expect a response from a member of the TNAA management team with in two (2) business days.

Any issue the Employee deems too sensitive to discuss with TNAA and its management team may be reported as necessary, and without retaliation, to The Joint Commission or Centers for Medicare & Medicaid Services (CMS):

<table>
<thead>
<tr>
<th>The Joint Commission</th>
<th>(800) 944-6610</th>
</tr>
</thead>
<tbody>
<tr>
<td>Centers for Medicare &amp; Medicaid Services</td>
<td>(800) 633-4227</td>
</tr>
</tbody>
</table>