

Please review the following instructions and complete the applicable field(s) on each electronic document. To e-sign the documents, please take the following steps:

1. Review – click  and  to continue
2. Sign – click  and  tabs in your document to sign
3. Finish – click  to complete process

NOTE: All required (RED) fields and tags must be completed before you can finish the process. If you do not see a Done Signing notification when you have completed all of the tabs, review the documents for any fields that may have been missed.

## Contact Information

Please complete the following:

First Name	vergil
Last Name	Kelley
Best Contact Phone Number	(708)973-9694
Address: Number and Street	4917 N. Kenmore Avenue #327
City	Chicago
State/Province	Illinois
Zip/Postal code	60640
Country	USA

*In case you cannot be reached, please provide alternate contact information:*

Alternate Contact Name	
Alternate Contact Phone Number	



## NOTICE REGARDING ARBITRATION AGREEMENT

Please carefully review the enclosed Mutual Agreement to Arbitrate Claims (“Arbitration Agreement”), Arbitration Agreement Opt-Out Form (“Opt-Out Form”), and Arbitration Agreement Acknowledgment Form (“Acknowledgment Form”). The Arbitration Agreement is voluntary. However, you will **automatically** be deemed to have consented to the agreement, unless you submit the enclosed Opt-Out Form. Therefore, it is important that you carefully read this notice and the enclosed documents.

**All candidates must complete the enclosed Acknowledgment Form, which confirms that you received these materials. Completing the Acknowledgment Form is a condition of your employment with RHI (or any affiliate).**

**What is the Arbitration Agreement?**

The agreement provides that you and RHI mutually agree to resolve specified disputes through arbitration, rather than in court. By agreeing to resolve disputes through arbitration, you and RHI are giving up the right to a court or jury trial on claims covered by the agreement.

**Instructions for “Opting-Out” of the Agreement:**

**If you do not want the enclosed agreement to apply to you, then you must complete the enclosed Opt-Out Form and email a signed copy to [rhifsccompliance@rhi.com](mailto:rhifsccompliance@rhi.com) or fax to (925) 394-5315 within 30 calendar days.**

If you do not submit an Opt-Out Form within 30 days, you will be required to resolve disputes that you may have with RHI through arbitration (and vice versa), in accordance with the terms of the enclosed Arbitration Agreement.

RHI will confirm receipt of a submitted Opt-Out Form within 15 days after receiving it. If you submit the form and do not receive confirmation from RHI within 15 days, you should call Customer Service at (888) 744-9202. **Your request to opt-out of (i.e., decline) the Arbitration Agreement will not be effective unless RHI has confirmed receipt of your Opt-Out Form.**

If you previously entered into an arbitration agreement with RHI (or any affiliate), submitting the Opt-Out Form will not cancel the agreement or affect your obligation, and RHI's (or any affiliate's) obligation, to arbitrate disputes pursuant to it. Submitting the Opt-Out Form only prevents the creation of a new Arbitration Agreement in the form enclosed.

Submitting an Opt-Out Form will not have any effect on your employment or employment opportunities with RHI. RHI will not retaliate against anyone who submits an Opt-Out Form. If, contrary to this assurance, you believe you are being retaliated against, please contact our toll free Harassment and Discrimination hotline at (888) 875-4901 immediately.

**Questions:**

If you have questions about the enclosed Arbitration Agreement and/or the Opt-Out Form, you may contact our toll free Arbitration Hotline at (877) 295-1965.

You may also discuss the decision of whether to accept the Arbitration Agreement or submit an Opt-Out Form with private legal counsel if you wish to do so.

## MUTUAL AGREEMENT TO ARBITRATE CLAIMS

### Claims Covered by the Agreement

Robert Half International Inc. (the “Company”) and I mutually agree to resolve by individual arbitration, and only by individual arbitration, all claims, whether or not arising out of my employment (or its termination), that the Company may have against me or that I may have against the Company and any other related or affiliated entity or person, including but not limited to parent, subsidiary and affiliated companies and employees or agents of any of them. I agree that to the fullest extent allowed by applicable law and, other than as specified in the section titled Claims Not Covered by the Agreement, no court or arbitrator shall determine any of my rights or claims on a class, collective or representative basis under any federal, state or local law. I understand, however, that I retain the right to bring claims in arbitration for myself as an individual.

Except as provided in the section titled “Claims Not Covered by the Agreement”, all claims that, in the absence of this Agreement, could have been brought in court are subject to arbitration, whether the claims derive from common law, statute, regulation, or otherwise, including but not limited to tort claims, contract claims, claims for wages, and claims for discrimination, retaliation and/or harassment. Except as otherwise provided in this Agreement, both the Company and I agree that neither of us shall initiate or prosecute any lawsuit in any way related to any claim covered by this Agreement, other than a lawsuit seeking temporary equitable relief in aid of arbitration.

Except as provided in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Agreement.

### Claims Not Covered by the Agreement

The following claims are not covered by this Agreement: claims under California’s Labor Code Private Attorney General Act, Labor Code §§ 2698 *et seq.* (“PAGA”), to the extent the operative law at the time a PAGA claim is made precludes a pre-dispute waiver of the right to bring such claims on a representative basis (if the operative law changes during the pendency of a PAGA claim, and pre-dispute waivers of the right to bring PAGA claims on a representative basis become enforceable, then the parties intend and agree that PAGA claims would become covered claims under this Agreement); claims under an employee benefit or pension plan that specifies a different arbitration procedure; claims asserted in an existing dispute in which, at the time this Agreement becomes effective, both (i) I am represented by legal counsel and (ii) counsel has asserted such claims on my behalf; and the claims asserted by putative or actual class members in *Gentry v. RHI*, Case No. CGC-15-544878 (S.F. Superior Court).

### Arbitration Procedures

The arbitration will be held under the auspices of Judicial Arbitration & Mediation Services (“JAMS”). The Company and I agree that, except as provided in this Agreement, the arbitration shall be held in accordance with its then-current Employment Arbitration Rules & Procedures (and no other JAMS rules), which are currently available at <http://www.jamsadr.com/rules-employment-arbitration>. I understand that, upon request, the Company will supply me with a copy of the JAMS rules. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or

federal law, or both, as applicable to the claim(s) asserted. The Arbitrator is without jurisdiction to apply any different substantive law or law of remedies.

The Company will be responsible for paying any filing fee and the fees and costs of the Arbitrator; provided, however, that if I am the party initiating the claim, I will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which I am (or was last) employed by the Company.

#### Sole and Entire Agreement

This is the complete agreement of the parties on the subject of arbitration of disputes (except for any arbitration agreement in connection with any pension or benefit plan). This Agreement supersedes any prior or contemporaneous oral or written understandings on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement.

#### Intent, Construction, and Severability

The parties do not intend for any class, collective, or representative claim to be heard in arbitration. In furtherance of this intent, if the class, collective, and representative waiver in the section entitled "Claims Covered by the Agreement" is determined to be void or unenforceable as to one or more covered claims, then this Agreement shall be of no force or effect as to those claims only because the parties intended to create an agreement to arbitrate disputes on an individual basis only. The parties understand and agree that this may result in some claims being arbitrated and other claims being litigated in court.

If any other provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not affect the validity of the remainder of the Agreement and all other provisions shall remain in full force and effect; provided, however, that in no event shall this Agreement result in a class, collective, or representative arbitration.

#### Voluntary Agreement

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT; THAT I UNDERSTAND ITS TERMS; THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN THE COMPANY AND ME RELATING TO THE SUBJECTS COVERED IN THE AGREEMENT ARE CONTAINED IN IT; AND THAT I HAVE ENTERED INTO THE AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF AND THE DOCUMENTS THAT ACCOMPANIED ITS DISTRIBUTION TO ME.

I UNDERSTAND THAT I AM GIVING UP MY RIGHT TO A JURY TRIAL.

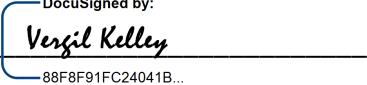
I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PRIVATE LEGAL COUNSEL AND HAVE AVAILED MYSELF OF THAT OPPORTUNITY TO THE EXTENT I WISH TO DO SO.



## ARBITRATION AGREEMENT ACKNOWLEDGEMENT FORM

I have received the Notice Regarding Arbitration Agreement, Mutual Agreement to Arbitrate Claims (“Arbitration Agreement”), and Arbitration Agreement Opt-Out Form. I understand that RHI’s Arbitration Agreement is voluntary. **I also understand that if I do not want the Arbitration Agreement to apply to me, then I must complete the enclosed Arbitration Agreement Opt-Out Form, e-mail a signed copy to rhifsccompliance@rhi.com or fax to (925) 394-5315 within 30 calendar days of the date on which I sign below, and receive confirmation of receipt from RHI.** I understand that if I do not submit the Arbitration Agreement Opt-Out Form within 30 calendar days, I will be required to resolve disputes that I may have with RHI through arbitration (and vice versa), in accordance with the terms of the enclosed Arbitration Agreement.

Name: Vergil Kelley

Signature:  DocuSigned by:  
Vergil Kelley Date: 7/25/2018  
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### **ARBITRATION AGREEMENT OPT-OUT FORM**

IF YOU DO NOT WANT THE MUTUAL AGREEMENT TO ARBITRATE CLAIMS (“ARBITRATION AGREEMENT”) ENCLOSED WITH THIS FORM TO APPLY TO YOU, THEN YOU MUST SIGN THIS DOCUMENT AND E-MAIL IT TO [rhifsccompliance@rhi.com](mailto:rhifsccompliance@rhi.com) OR FAX IT TO (925) 394-5315 NO LATER THAN 30 CALENDAR DAYS AFTER SIGNING THE ARBITRATION AGREEMENT ACKNOWLEDGMENT FORM. CONTACT CUSTOMER SERVICE AT (888) 744-9202 IF YOU DO NOT RECEIVE CONFIRMATION OF RECEIPT OF THIS FORM FROM RHI WITHIN 15 DAYS OF SUBMITTING IT.

I have received a copy of the Arbitration Agreement and do not wish to accept the Agreement.

I understand that submitting this “Opt-Out” Form will not cancel any arbitration agreement(s) I have previously entered into with RHI, or affect my obligation to arbitrate disputes under the terms of any existing agreement(s).

Dated: \_\_\_\_\_, \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number, Including Area Code)

\_\_\_\_\_  
Last 4 Digits of Social Security Number

**Robert Half  
Certificate of Candidate**

**General:** I am submitting this form, as well as my resume or other work history information, to one of the divisions of Robert Half International Inc. (Robert Half) for the purpose of obtaining assistance in securing full-time, temporary, or contract employment. I understand that I will never be charged a fee by Robert Half or any of its divisions. I acknowledge that the use of the information I have submitted does not indicate that any positions are open, nor does it obligate Robert Half or any of its divisions to further process my application.

**References:** I hereby authorize Robert Half and its divisions and agents to make such investigations and inquiries into my employment and educational history and other related matters as may be necessary in arriving at an employment decision. I hereby release employers, schools, and other persons from all liability in responding to inquiries connected with my application and I specifically authorize the release of information by any schools, businesses, individuals, services or other entities listed by me in the information I have submitted. Furthermore, I authorize Robert Half and its divisions and agents to release any reference information to clients who request such information for purposes of evaluating my credentials and qualifications.

**Authorization & Release:** As a registered candidate of Robert Half, I may elect to participate in certain programs, including, but not limited to, training, assessment, and certification programs and courses ("Programs"). As a condition of my participation in the Programs, I authorize Robert Half to release certain data, including, but not limited to, exam scores, testing data, and personal data related to my participation in the Programs ("Data"). I hereby release Robert Half, its divisions, and their respective employees, agents, and affiliates from any and all liability relating to my participation in the Programs and Robert Half's release of Data.

**Temporary/Contract Employment:** When on temporary or contract assignment, I understand that I will be an employee of my Robert Half division and not of any client. If employed, I further understand that my employment on any assignment is not guaranteed for any specific time and may be terminated at any time for any reason with or without cause or advance notice. I acknowledge that job assignments may be sporadic, intermittent, unpredictable, and irregular. As a result, significant gaps may occur between assignments. I understand that I remain eligible for consideration by my Robert Half division for future suitable assignments, even if I am currently between assignments. I understand that I may take advantage, on a purely voluntary basis, of training resources offered by my Robert Half division between assignments. I understand that I will not earn wages except when I perform actual work on job assignments given by my Robert Half division or when otherwise required by law. During and after assignments, I will be paid in accordance with the regular payday rules. If I expressly notify my Robert Half division of my decision to quit, or if I am terminated, I understand that my final wages may be paid on an alternative schedule if the law requires. I further understand that a contract will exist between my Robert Half division and each client to whom I may be assigned which will require the client to pay a fee to the Robert Half division in the event I accept direct employment with the client. I agree to notify my Robert Half division supervisor immediately should I be offered direct employment by a client (or by a referral of the client to any subsidiary or affiliated company), either for a full-time, temporary (including assignments through another agency), or consulting positions during my assignment or after my assignment has ended.

Robert Half or any of its divisions are not professional accounting firms. I will not render an opinion on behalf of Robert Half on financial information (i.e. financial statements, tax returns, etc.). I will not sign the name of Robert Half or any of its divisions on any document or my name to financial information or tax returns for any client. Under no circumstances will I sign, endorse, wire, transport, or otherwise convey cash, securities, checks, or any other negotiable instruments or valuables of any client without the prior written consent of my Robert Half division supervisor.

**Massachusetts applicants only:** Applicants from Massachusetts may include volunteer positions in describing prior work experience. It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability.

**Maryland applicants only:** "PLEASE NOTE THAT UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND, AS A CONDITION OF EMPLOYMENT, PROSPECTIVE EMPLOYMENT, OR CONTINUED EMPLOYMENT, THAT AN INDIVIDUAL SUBMIT TO OR TAKE A LIE DETECTOR OR SIMILAR TEST. AN EMPLOYER WHO VIOLATES THIS LAW IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT EXCEEDING \$100".

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**Work Authorization**

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**Are you 18 years of age or older?**

Yes  No

**Are you legally authorized to work in the U.S.?**

Yes  No

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**Acknowledgement**

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- I have reviewed and agree to all statements and items described in this Certificate.
- I certify as to the accuracy of the matters set forth herein and in any resume or other work history information, and understand that any misstatement of fact may cause me to be refused employment or to lose my employment.

I, Vergil Kelley, agree with the statements noted above.  
Print Name

DocuSigned by:

Vergil Kelley

88F8F91FC240419  
Signature

7/25/2018

Date Signed



**NOTICE AND AUTHORIZATION TO OBTAIN CONSUMER REPORT  
FOR EMPLOYMENT PURPOSES**

As a condition of employment or placement by Robert Half International ("RHI"), I acknowledge and agree that RHI and/or its clients may obtain a "consumer report" about me at any time during my employment with RHI or at the time I am being considered for placement by RHI for a temporary, contract or permanent position with RHI or RHI's clients. The results of any such consumer report may include written, oral, or other information about my character, general reputation, personal characteristics, creditworthiness and mode of living. In addition, a consumer report may include such information obtained through personal interviews of past or present employers, business or personal acquaintances, or others who may have knowledge concerning this information. I understand that RHI and/or its clients will use the information contained in these consumer reports as a factor in determining my eligibility for employment and, if I become an employee, in determining my eligibility for placement, retention, and other employment purposes.

Because a consumer report which contains information obtained through personal interviews is considered an "investigative consumer report," I understand that, if such a report pertaining to me is obtained, RHI will, upon my written request made within a reasonable period of time after my receipt of this document, make a complete and accurate disclosure to me of the nature and scope of the investigation requested.

I acknowledge that as part of this disclosure I have received the accompanying document entitled "A Summary of Your Rights Under the Fair Credit Reporting Act," the Provisions of California Civil Code Section 1786.22 (which applies to California residents), and the special state provisions set forth on page 2 of this Notice and Authorization (which apply to residents of those states).

**AUTHORIZATION**

I hereby authorize RHI to obtain a consumer report (as defined above) about me.

Pursuant to this authorization, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau or employer may furnish any and all background information requested by any consumer reporting agency acting on behalf of RHI. I also agree that a facsimile ("fax") or photographic copy of this Authorization shall be as valid as the original.

DocuSigned by:

Vergil Kelley

88F8F91FC20018  
Applicant's/Employee's Signature

7/25/2018

Date

Vergil Kelley

Print Name



**NOTICE AND AUTHORIZATION TO OBTAIN CONSUMER REPORT  
FOR EMPLOYMENT PURPOSES**

**For California Residents:**

**General Information Services, Inc.** located at 917 Chapin Road, Chapin, SC 29036, (877) 590-4006, <http://www.gis-background.com/> will be the consumer reporting agency providing these reports. Otherwise, the following consumer reporting agency will provide these reports.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Web Address: \_\_\_\_\_

I understand that I may request a copy of any consumer report or investigative consumer report obtained by RHI about me by checking the box below. I further understand that I shall not receive a copy of any such report(s) unless I mark this box. I acknowledge that I have received the accompanying Provisions of California Civil Code Section 1786.22.

- I wish to receive a copy of any consumer report or investigative consumer report that RHI may obtain about me.

**For Maine Residents:** I understand that I may request from RHI the name, address, and telephone number of the nearest unit designated to handle inquiries of each consumer reporting agency issuing an investigative consumer report about me. I further understand that I may request from the consumer reporting agency a copy of any investigative consumer report obtained by RHI about me.

**For Massachusetts and New Jersey Residents:** In connection with "investigative consumer reports" obtained by RHI, I hereby confirm my understanding of the nature and scope of the investigation requested by RHI. I also understand that I may request from the consumer reporting agency a copy of any investigative consumer report obtained by RHI about me.

**For Minnesota and Oklahoma Residents:** I understand that I may request a copy of any consumer report (including investigative consumer reports) obtained by RHI about me. I further understand and agree that I shall not receive a copy of any such consumer report unless I mark the box appearing below.

- I wish to receive a copy of any consumer report or investigative consumer report that RHI may obtain about me.

**For New York Residents:** I understand that, upon written request, I will be informed whether or not a consumer report or an investigative consumer report was requested by RHI and, if such a report was requested, informed of the name and address of the credit reporting agency that furnished the report. With regard to "investigative consumer reports," I further understand that when I receive the name and address of the consumer reporting agency, I may request a copy of such report by contacting such agency. By signing above, you also acknowledge receipt of Article 23-A of the New York Correction Law.

**NEW YORK CORRECTION LAW ARTICLE 23-A**

**LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY CONVICTED OF ONE OR MORE CRIMINAL OFFENSES**

**§750. Definitions.** For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

**§751. Applicability.** The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

**§752.** Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

**§753. Factors to be considered concerning a previous criminal conviction; presumption.**

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) the specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) the time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.
- (f) the seriousness of the offense or offenses.

(g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.

(h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§755. Enforcement.

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

*Para informacion en espanol, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.*

### A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.**

**You may have additional rights under Maine's FCRA, Me. Rev. Stat. Ann. 10, Sec 1311 et seq.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;

- you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.  b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006  b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:  a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks  b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act  c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations  d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050  b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480  c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106  d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO)
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC

## **PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1786.22**

*The following provisions of the California Civil Code explain how a California resident may review files maintained by an investigative consumer reporting agency:*

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
  - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
  - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
  - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

## Individual Assessment Form

We request you provide us with information about any prior criminal conviction(s). We will review the criminal history information along with any information you provided to us to help us evaluate whether or not you meet the company's standards for employment or placement.

- Your name: Vergil Kelley
- Social Security Number: 336-66-6947

Applicants in **CA, CO, CT, DE, HI, IL, IN, KY, LA, MA, MD, MN, NJ, NY, OH, OK, OR, PA, RI, UT, VA, and WA** do not need to disclose information pertaining to sealed or expunged conviction records.

**Have you ever been convicted of a felony or misdemeanor?**  Yes  No

1. Do not complete this form until **after** you have completed and submitted a Robert Half Certificate of Candidate for employment and you have completed an interview with our staffing professional; or, if you have previously interviewed and are reapplying for employment or placement with Robert Half, please complete this Individual Assessment Form when it is provided to you.
2. A conviction does not automatically bar you from employment.
3. **Do not include** information regarding an arrest, detention or disposition in which **no conviction resulted**.

If you answered **Yes** above please include the following:

- Your name as it appears on the record: \_\_\_\_\_
- Answer the following questions:
  - Was the conviction a Misdemeanor or Felony? \_\_\_\_\_
  - When did it happen (approximate month and year)? \_\_\_\_\_
- Where did it happen (County, City and State/Province)?
  - What was the underlying conduct?  
\_\_\_\_\_  
\_\_\_\_\_
  - What happened (please explain the circumstances that led to the conviction and please provide any other information you think we should consider)?  
\_\_\_\_\_  
\_\_\_\_\_

I hereby acknowledge that I have read in full and understand the above statements.

DocuSigned by:

  
*Vergil Kelley*

00F8F91FE024041B...

Signature

7/25/2018

Date Signed



## HIPAA Policies & Procedures Candidate & Consultant Acknowledgement

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that protects the privacy of all individually-identifiable health information held or transmitted in any form or media, whether electronic, paper, or oral. This information is called “protected health information” or PHI.

While Robert Half’s operations do not involve medical or health-care services, many of their clients do. Therefore, if you are placed on an assignment at a client that is regulated by HIPAA, you are required to review this training material and comply with Robert Half’s HIPAA Privacy Policy, which is described below. A client company may require you to attend HIPAA training crafted to its operations; that training would be in addition to Robert Half’s HIPAA training. You will be required to participate in the client company’s training and to comply with the HIPAA compliance instructions you are given in that training.

HIPAA provides for electronic and physical security of PHI. PHI is the following:

- health information, including demographic information
- information as it relates to an individual’s physical or mental health or the provision of or payment for health care
- information that identifies the individual (e.g., name, address, birth date, Social Security Number, phone number, e-mail address)

As you can see, HIPAA’s impact is broad and affects many activities, including claims processing, data analysis, utilization review, billing, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, and financial services.

You must follow Robert Half’s HIPAA Privacy Policy and the client company’s HIPAA privacy and security policies. If you feel there is a conflict between the Robert Half policy and the client company’s policies, please check with your client supervisor.

### **Robert Half HIPAA Privacy Policy**

- Comply fully with the client company’s HIPAA privacy and security policies.
- Always protect and keep confidential all PHI.
- Do not use or disclose PHI, except as permitted or required by the client.
- Do not copy, duplicate, or move PHI without proper authorization from the client.



- Always limit the use, disclosure of, and requests for PHI to the **minimum amount necessary** to carry out your job duties.
- Do not use or disclose PHI to any person at a client's business unless s/he has a **need-to-know** and is authorized to have or see such information.
- Do not disclose PHI to any person in a Robert Half Branch Office.
- Do not physically or electronically remove or take PHI from the client's premises.
  - Do not take a laptop, flash drive, or hard-copy document containing PHI home or to another location.
  - Do not e-mail or send PHI across the Internet for access at another location such as your home computer.
- Do not share or give anyone your logins or passwords.
- Log-off computers when finished and secure paper records that contain PHI.
- Destroy, shred or put in the designated bins all papers that contain PHI before discarding them.
- Immediately report any improper use or disclosure of PHI to your client supervisor.
- A client may have additional requirements such as signing a client confidentiality agreement or participating in specific trainings for each assignment. You will be required to participate in that training and comply with those additional requirements.
- If you have any questions about a client's HIPAA privacy or security policies and procedures, please contact your client supervisor.

### **Examples of HIPAA's Impact on Various Organizations**

- Hospitals/Physicians
  - Patient admission
  - Patient care
  - Patient billing and collection
- Pharmacies
  - Prescription fulfillment
  - Counseling and consultations
  - Documentation (fulfillment records, medical records, etc.)



- Health Plans
  - Claims processing and remittance
  - Eligibility, referrals and certification
  - Plan analytics and case management
- Employers
  - Sponsor and/or administer self-funded group health plan
  - Advocate on behalf of employees in resolving claims disputes
  - Operate and bill for on-site health services
- Universities
  - Campus health clinics
  - Research
  - Athletics

## HIPAA Penalties

The following civil and criminal penalties may be imposed on **YOU** and the organization for improper use or disclosure of PHI.

- Civil money penalties for non-compliance:
  - Unknowing and inadvertent violations, the penalty is from \$100 up to \$50,000 per violation, up to \$1,500,000 per year for identical violations
  - Reasonable cause for a violation, the penalty is from \$1,000 up to \$50,000 per violation, up to \$1,500,000 per year for identical violations
  - If the violation was due to willful neglect but was corrected within 30 days, the penalty is from \$10,000 up to \$50,000 per violation, up to \$1,500,000 per year for identical violations
  - If the violation was due to willful neglect but was not corrected within 30 days, the penalty is at least \$50,000 per violation, up to \$1,500,000 per year for identical violations
- Criminal penalties for knowingly obtaining or disclosing PHI in violation of HIPAA enforced by the U.S. Department of Justice:
  - Up to \$50,000 and 1 year imprisonment
  - Up to \$100,000 and 5 years if done under false pretenses
  - Up to \$250,000 and 10 years if there was intent to sell, transfer, or use for commercial advantage, personal gain or malicious harm



## HIPAA Dos & Don'ts

<b>Do</b>	<b>Don't</b>
Learn the client's HIPAA privacy and security rules for each assignment and comply with the client's policies.	Don't leave physical or electronic PHI unattended or unsecured at any time—especially in public areas.
Always protect and keep confidential all PHI.	Don't use or disclose PHI, except as permitted or required by the client.
Password protect your computer with strong passwords and change your passwords regularly.	Don't share or give anyone your logins or passwords, and don't allow a fellow employee to access PHI on a work station that you are logged into.
Log-off and secure your workstation when finished or leaving it unattended and secure paper records that contain PHI.	Don't be responsible for another person's abuse by neglecting to lock your work station or sign off.
Ensure that computer monitors displaying PHI are not able to be observed by unauthorized persons.	Don't physically or electronically remove or take PHI from the client's premises. This includes, but is not limited to, laptops, flash drives, hard-copy documents, and e-mail.
Always limit the use, disclosure of, and requests for PHI to the <b>minimum amount necessary</b> to carry out your job duties.	Don't use or disclose PHI to anyone unless s/he has a <b>need-to-know</b> and is authorized to have or see such information.
Properly identify all unknown individuals before disclosing any requested PHI (e.g., clergy, physicians, insurance companies, and fax numbers), and only disclose the minimum necessary information to those who are authorized to receive it.	Don't discuss PHI in public areas and/or with anyone not authorized to receive such information (e.g., coworkers, family, friends, and RHI Branch personnel).
Destroy, shred or put in the designated bins all papers that contain PHI before discarding them.	Don't copy, duplicate, or move PHI without proper authorization from the client.
Immediately report to your client supervisor if you know or suspect that there has been any improper use or disclosure of PHI.	Don't disclose PHI to any person in an RHI Branch Office.
If you have any questions about a client's HIPAA and computer-usage policies, contact your client supervisor.	Don't download and execute software or pursue risky behavior such as improper Web surfing and/or instant messaging.



## Acknowledgement

Robert Half reserves the right to amend or modify its HIPAA Policy & Procedures at any time. Non-compliance with Robert Half's HIPAA Policy & Procedures will result in disciplinary action, up to and including termination of employment.

I acknowledge that I have read Robert Half's HIPAA Policies & Procedures and that I understand and will abide by the terms of Robert Half's HIPAA Policies & Procedures.

DocuSigned by:  
Signature: Vergil Kelley Dated: 7/25/2018  
88F8F91FC24041B...  
Print Name: Vergil Kelley

## HOURLY EMPLOYMENT AGREEMENT

This Hourly Employment Agreement (this “**Agreement**”) is entered into as of 7/25/2018, by and between Vergil Kelley (“**Employee**”), and Robert Half International Inc., through its division Robert Half Technology (“**Robert Half Technology**”).

### 1. EMPLOYEE SERVICES

- a. Employee’s services shall be “at will”, on an as needed basis, as required by Robert Half Technology from time to time. All work performed and services provided by Employee shall be under the direction and supervision of client(s) of Robert Half Technology (“**Client**”).
- b. Employee represents and warrants that all services provided by Employee shall meet professional standards of quality and workmanship commensurate with the level of position(s) to which Employee is assigned. Employee shall only perform services within the scope of his or her engagement (the “**Engagement**”). Employee shall immediately notify Robert Half Technology if he or she is asked to perform services outside the scope of his or her Engagement, or if he or she is not qualified or capable of providing any of the services required hereunder.
- c. Employee shall abide by Robert Half Technology’s and Client’s rules, policies, practices and procedures at all times.
- d. Once Employee has met Client as a result of Robert Half Technology’s presentation of Employee’s credentials, if Client asks Employee to provide Client with the names of any potential individual workers, Employee agrees to refer Client back to Robert Half Technology, and Employee further agrees that Employee will not refer individuals not affiliated with Robert Half Technology to Client without Robert Half Technology’s express written permission. Employee shall not, during Employee’s employment by Robert Half Technology, perform any services for any other individual or company similar to the services being provided hereunder without obtaining Robert Half Technology’s prior written consent.
- e. Employee and Robert Half Technology agree that either Employee or Robert Half Technology can terminate this Agreement at any time and for any reason. Robert Half Technology has no obligation to provide Employee with any specific type or minimum number of Engagements, or to present Employee as a candidate to a specific Client.
- f. Employee represents and warrants that Employee’s execution and delivery of this Agreement and the performance of his or her duties hereunder do not, and will not, breach or conflict with any obligation of Employee (including any obligation to a previous employer or any obligation to keep confidential any information acquired by Employee prior to the date hereof). Employee further represents and warrants that he or she will not make use of any third party or pre-existing proprietary information, ideas or material of others in connection with Engagements.

### 2. COMPENSATION

- a. Employee shall be paid weekly, only for hours actually worked, at an hourly rate to be determined at the time of placement with each Client or start of new project, reduced for applicable federal, state and local withholding requirements. In order to be paid, Employee must submit a time sheet signed by an authorized representative of the Client to Robert Half

Technology each week. Employee shall notify Robert Half Technology prior to accepting or performing any overtime services.

- b. Employee shall also be entitled to participate in such fringe benefit programs as may be specifically designated as being available to employees of Robert Half Technology from time to time. Except for such programs, Employee shall not be entitled to participate in any other employee benefit programs or fringe benefits which may be offered by Robert Half International Inc. or its affiliates to other employees. Robert Half Technology reserves the right to change, unilaterally with or without notice, any and all employment policies, rules, regulations, practices, procedures and programs applicable to Employee at any time and for any reason.
- c. Employee shall not disclose Employee's rate of pay to any Client or customer of Robert Half Technology.

### **3. CONFIDENTIAL INFORMATION/INTELLECTUAL PROPERTY**

- a. As an interim employee assigned to Client, Employee understands that Employee may have access to confidential or proprietary information belonging to Robert Half Technology, Client or other parties, which such party wishes to keep confidential. Confidential Information includes any and all information which any party may consider proprietary or otherwise which to keep confidential, including, without limitation, customer lists, computer programs, cost or profit figures and projections, schematics, source code, object code, credit information, advertising and marketing or creative plans, specific areas of research and development, product formulations, processing methods, testing procedures, current, future or proposed products or services, plans and technology, business forecasts, financial records, accounting records, and technical information included in or on tracings, flow charts, drawings, field notes, calculations, specifications and engineering data, cost, revenue and profit figures and similar information, ("Confidential Information"). Employee agrees to hold in strict confidence all Confidential Information which Employee uses or to which Employee gains access during the course of Employee's employment by Robert Half Technology, and not to use, reproduce, publish, disclose or otherwise make known to any other person or entity any Confidential Information, except to the extent required and authorized in the performance of Employee's Engagements.
- b. Employee agrees not to disclose, indirectly or directly, to Robert Half Technology or any Client, or use any intellectual property, information or data the disclosure of which would constitute a violation of any obligation to, or infringe the rights of, any third party.
- c. Any intellectual property, works of authorship, and inventions including, but not limited to any ideas, slogans, copy, concepts, documents, written materials, source code, or other creation of any type, conceived, originated, developed, used, or reduced to practice by Employee or under Employee's direction during an Engagement ("**Work**"), whether or not incorporating confidential or proprietary information or trade secrets of any Client, shall be the sole and exclusive property of Client, and Employee hereby irrevocably assigns any and all rights, title and interest in the Work to Client, including, without limitation, any copyright, patent, or trademark interest in such Work. All Work constitutes "work for hire" within the meaning of the U.S. copyright laws. Employee, shall, without further compensation or any consideration, execute any and all instruments, applications, or registrations for patents, copyrights, or trademarks, and take whatever action may be deemed necessary by Robert Half Technology or

Client to fully vest all rights, title and interest in any Work in Client, including, without limitation, cooperating with Client in the registration of copyrights, patents, or trademarks for the Work. Employee shall not, before or after completion of an Engagement, use any Work for any purpose other than the Engagement in which the Work was created. Employee further agrees promptly and without prior request to disclose to Client all such Work created by or under the direction of Employee during an Engagement.

d. At the end of each Engagement, Employee agrees to immediately return to Client all information, data and any other materials supplied by, or obtained from Client, or created during the course of the Engagement, whether in hard copy, electronic, or any other format, along with all copies thereof.

e. Employee acknowledges and agrees that the disclosure of any Confidential Information or any other violation of the terms of Section 3 of this Agreement would cause immediate and irreparable injury, loss and damage to Robert Half Technology, Client and/or its customers and that an adequate remedy at law for such injury, loss and damage does not exist, and that in the event of such a violation or threatened violation, Robert Half Technology, Client and/or its customers shall be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce a provision of this Agreement, without the necessity of proof of actual damage or loss and without the necessity of posting a bond.

f. The obligations contained in this Section 3 shall (i) be binding upon Employee, and Employee's heirs, executors, administrators, successors and assigns and (ii) survive the termination of Employee's Engagements or this Agreement for whatever reason.

4. **WORKING REMOTELY.** Employee acknowledges and agrees that Client may request that Employee provide services to Client through Robert Half Technology remotely (i.e., on premises other than the Client's or Client's customer's premises) ("Work Remotely"), using computers, software, flash drives, cd, diskettes or other media format, email accounts, hard drives, servers and network equipment owned or licensed by Employee or the Client (collectively, the "Computer Systems").

a. In the event that Employee is requested to Work Remotely on Computer Systems owned or licensed by Employee:

i. Employee represents and warrants that the Computer Systems will: (A) have a secure login; (B) have a commercially standard firewall protection installed; (C) have commercially standard anti-virus software installed ((A), (B) and (C) collectively referred to as "Computer Protections"); and (D) be locked and secure at all times during the period that Individual is providing services to Client;

ii. Employee represents and warrants that the Computer Protections will (A) be operational and used according to their written specifications during the period that Employee is providing services to Client; and (B) be updated as recommended by the vendors providing such Computer Protections; and

iii. Employee represents and warrants that no person other than Employee will have access to or use the Computer Systems during the period that Employee will be providing services to Client.

b. In the event that Employee is requested to Work Remotely on Computer Systems owned or licensed by Client:

- i. Employee represents and warrants that (A) the Computer Systems will be the sole equipment (except for any necessary internet connection at Employee's remote location) used for the assignment by Employee; (B) no person other than Employee or Client will have access to or use the Computer Systems; and (C) the Computer Systems will not be left unattended and will be locked when not in use and secure at all times;
- ii. Employee represents and warrants that Employee shall not circumvent, override or in any way bypass Client's security protections and protocols on the Computer Systems; and
- iii. Employee agrees that the Computer Systems are loaned to Employee by Client and Employee shall not acquire any ownership interest in the Computer Systems. At the end of Employee's engagement for Client, Employee agrees to immediately return to Client the Client owned or leased Computer Systems.

5. **NOTIFICATION.** Employee shall immediately notify Client telephonically if the Computer System is stolen or if Employee suspects or is aware of a breach of security and/or disclosure of Confidential Information and shall cooperate with Client and local authorities in any investigation of such theft, breach and/or disclosure, including, without limitation, providing access to the Computer Systems.

6. **LIMITATION ON EMPLOYMENT WITH CLIENTS.** Unless approved by Robert Half Technology in writing, Employee agrees, as a condition of this Agreement and the assignment of Employee to Clients, that Employee will not solicit or accept an offer of employment on a full-time, part-time or temporary basis, or provide services to, any Client or any of its affiliates until the expiration of twelve months after termination of any Engagement with such Client under this Agreement. Employee shall immediately notify Robert Half Technology if Client or any affiliate solicits Employee with an offer of employment or to provide services. If an offer of employment or to provide services is made by a Client to Employee during the twelve month period described above, Employee agrees to advise Robert Half Technology.

7. **MISCELLANEOUS**

a. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to the subject matter hereof.

b. This Agreement may be amended or modified only by written consent of the parties.

c. The provisions of this Agreement and the covenants herein contained shall be construed independently of each other, it being the express intent of the parties hereto that the obligations of, and restrictions on, the parties as provided herein shall be enforced and given effect to the fullest extent legally permissible.

d. Employee may not, without the express written permission of Robert Half Technology, assign or pledge any rights or obligations hereunder.

e. No waiver by Robert Half Technology of any provision or condition of this Agreement shall be deemed a waiver of any other provision or condition at the same time or any prior or subsequent time.

f. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

g. This Agreement shall be governed by and construed in accordance with the laws of the state in which an activity occurred or threatens to occur. In no event shall the choice of law be predicated upon the fact Robert Half Technology is incorporated or has its corporate headquarters in a certain state.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**EMPLOYEE**

By:   
\_\_\_\_\_  
Signature  
Vergil Kelley  
  
Printed Name  
7/25/2018  
  
Date

**Robert Half International Inc.,  
through its division Robert Half Technology**

By:   
\_\_\_\_\_  
Signature  
Ken Gitlin  
  
Printed Name  
Senior Vice President, Operational Support  
  
Title  
7/25/2018  
  
Date



INJURY AND ILLNESS  
PREVENTION PROGRAM  
TEMPORARY PROFESSIONALS

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## 1.0 INTRODUCTION

Robert Half makes all reasonable efforts to:

- Protect the health and safety of Robert Half temporary and contract workers.
- Work with our clients to provide safe workplaces for all professionals.
- Provide information to professionals about health and safety hazards.
- Identify health and safety hazards and encourage temporary employees to report hazards to the client.

Robert Half has adopted this Injury and Illness Prevention Program (“the Plan”) which describes specific requirements for the program including: compliance, communication, hazard assessment, accident/exposure investigations, and training.

## 2.0 RESPONSIBILITIES

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### 2.1 Temporary Professionals Placed At Client Sites

As a temporary professional for Robert Half, you are responsible for following the requirements of the Plan. This involves:

- Keeping yourself informed of conditions affecting your health and safety.
- Participating in our clients’ training programs, as required.
- Adhering to healthy and safe practices in the client’s workplace.
- Advising your immediate, onsite supervisor of potential hazards in the workplace.
- Informing your Robert Half branch office of those potential hazards.
- In addition to immediately informing their supervisors of potential hazards, the attached **Appendix B (Hazard Reporting Form)** is to be used by temporary professionals to report hazards in writing to their onsite supervisors.

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### 2.2 Safety Committees

In certain states, our clients may be required by local law to follow more formal procedures regarding safety meetings and safety committees. In Nebraska, Nevada, New Hampshire, Oregon and Washington, employees of our clients will have in-house safety committees to which you can report hazards and provide them with any information regarding your working environment.

## 3.0 SAFETY CONSIDERATIONS

Responsibility for safety and health exists at all levels. At the client site, all professionals, including managers and supervisors, must know and understand their duties and are responsible for establishing and maintaining good health

and safety practices. Should you need to inform a supervisor or manager about a workplace hazard or condition that concerns you, utilize Appendix B to ensure compliance with our program and the client's.

## 4.0 COMMUNICATION

Clients are responsible for communicating with their employees and Robert Half temporary professionals about occupational safety and health in a form readily understandable by all. If you feel that you are not sure of the client's safety protocols or program and want to request a copy of their programs, or if you need to report something, you should do so without fear of reprisal as it is our goal that our professionals work in a safe and healthy environment.

Robert Half uses various communication systems to relay information to all temporary professionals on matters relating to occupational safety and health, which include:

- The Welcome Brochures contained within your information packet;
- Anonymous and confidential hazard reporting by calling (866) 368-0718 and reporting it to Robert Half Corporate Headquarters

If you reasonably believe that your assigned work exposes you to a dangerous condition, you should not perform the work until the danger is abated and you should notify your client supervisor or manager and the Robert Half branch office immediately. Such refusal will not result in sanctions against you.

You shall not be discharged from your assignment or discriminated against in any manner for bona fide reporting of health and safety hazards to our client, Robert Half or to appropriate governmental agencies.

## 5.0 REPORTING OBLIGATIONS

**In the event a serious injury (“Serious Accident”) or illness occurs, the following reporting procedures shall be followed:**

- If you are involved in a Serious Accident, the client supervisor or manager receiving the report shall report the accident to the appropriate emergency response personnel (e.g., paramedics, fire and/or police), if necessary.
- When you are able, call your branch office and provide them the same information so that Robert Half will be able to appropriately address the situation with the client.
- Follow the Workers' Compensation process as outlined in your Welcome Brochure for reporting the injury.
- If you witness a serious accident or illness, please inform your client supervisor what you witnessed in complete detail.

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## 6.0 INJURY AND ILLNESS INVESTIGATIONS

Procedures for investigating occupational injuries, illnesses and accidents shall include the following:

- Robert Half temporary professionals are to report any accident or injury immediately after it occurs to the client's supervisor and seek immediate medical attention if required. As soon as is reasonable, you should call the local Robert Half office and report the accident to the Staffing Manager or Branch Manager.
- You may be interviewed by a client manager or supervisor as a witness.
- A client manager or supervisor examines the workplace for factors associated with the accident or exposure.
- A client manager or supervisor takes corrective action to prevent the accident/exposure from recurring.
- A client manager or supervisor should record the findings and corrective actions taken.
- A Temporary professional may utilize **Appendix C (Accident/Exposure Investigation Report)** to document the accident or exposure for the client.
- A client manager or supervisor shall take precautions to control any remaining hazards in the area before the investigation team enters.

## **7.0 TRAINING AND INSTRUCTION**

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### **7.1 Safety Orientation**

If the client has an in-person safety orientation, DVD or online course for you to take, complete the course as required. Complete any client documentation to indicate you have taken the course. If the client does not provide you with documentation, utilize Appendix A to document the course.

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### **7.2 Basic Safety Rules**

- Never do anything that is unsafe in order to get the job done. If a job is unsafe and you reasonably believe that you are exposed to a dangerous condition, stop work and report it to the client supervisor and your local Robert Half branch office. We will work with the client to alleviate the situation or find another assignment for you.
  - Obey all safety warning signs.
  - Working under the influence of alcohol or illegal drugs or using them at work is prohibited.
  - Do not bring firearms or explosives onto client company property.
  - Check with the client on their smoking policy and follow all written policies.
  - Horseplay, running and fighting are prohibited.
  - Clean up spills immediately. Good housekeeping helps prevent slips, trips, falls and accidents.
- 

### **7.3 Training**

The client shall have training and instruction on general and job-specific safety and health practices. Follow any instruction that is provided.

When reporting to the assignment, you will receive any site-specific safety training that may be required for performance of your duties. You may be provided documentation and/or training; if you are not provided documentation, please utilize Appendix A.

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### **7.4 Safety Practices**

General workplace safety and health practices include, but are not limited to, the following:

- Implementation and maintenance of the Plan at the client site.
- You have the right to refuse work in various circumstances when health or safety is in danger including unsafe work conditions or threat of workplace violence.
- Review the client's evacuation, emergency action and fire prevention plan.
- Determine the location of evacuation maps. If not readily visible, approach the client supervisor or manager for the locations of maps and routes. Review provisions for medical services and first aid including emergency procedures.
- Review how the client works towards prevention of repetitive motion musculoskeletal injuries, including proper lifting techniques.
- To prevent slipping, tripping or falling, proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
- Refraining from horseplay, scuffling or other acts that tend to adversely influence safety.
- Proper storage to prevent stacking goods in an unstable manner, unsafe height or storing goods against doors, exits, fire extinguishing equipment and electrical panels.
- Proper reporting of hazards and accidents to the client manager or supervisors.

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## **8.0 EMERGENCY ACTION AND FIRE PROCEDURE PLAN**

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### **8.1 Workplace Violence**

In the event you know of or observe actual or potential workplace violence, you must contact your client supervisor immediately, your Robert Half staffing professional or the Branch Manager at your local Robert Half Branch office.

### **8.2 Fire Procedures**

In the case of fire, evacuate the building and call for emergency services, “911” or other appropriate number when you reach a safe location. All personnel, including our temporary professionals, are to exit the building following the client site evacuation maps. Do not use an elevator when exiting the building. Follow the client’s evacuation procedures and follow their instructions. No one is to re-enter the building until directed to do so by the proper authority.

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### **8.3 Emergency Resources**

Please ask for the locations of emergency resources (including fire extinguishers) at the client site, in case they are needed.

---

### **8.4 Earthquake Procedures**

In case of an earthquake, find cover away from all windows. When told and when safe to do so, exit the building following the evacuation maps provided by the client to the closest emergency exits. No one is to use an elevator when exiting the building unless instructed to do so by emergency response personnel. Go to the designated reporting place of the building to receive further instructions. No one is to re-enter the building until directed to do so by the proper authority.

---

### **8.5 Evacuation Plan**

During an evacuation, the client should have designated employees stationed at the exits to help implement evacuation procedures. All exits should be clearly marked with exit signs and all doors are unlocked (from the inside) during business hours.

### **8.6 First Aid Kits**

Please ask the client for the locations of its First-Aid Kit in the event it is needed.

---

### **8.7 Emergency Training and Response**

Please report any and all injuries and mishaps to the client supervisor and the Robert Half branch office. In the event of major injury, “911” is to be called.

---

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## **9.0 RECORD KEEPING**

You should check all the applicable boxes on **Appendix A** acknowledging that you received the IIPP Plan upon onboarding by Robert Half and are aware of Robert Half’s directions on safety while working on a client engagement.

If the client asks you to attend a safety training of any type, you should attend the training and the client should provide safety training documentation for you to complete.

Robert Half temporary professionals are encouraged to report any unsafe conditions or practices. Forms for recording and reporting such hazards are attached at **Appendix B (Hazard Reporting Form)**.

In the event that an accident does occur, and you would like to document the accident, use the **Accident/Exposure Investigation Report**, the form of which is attached at **Appendix C**.

In the event that an incident of workplace violence does occur, document the incident using **Appendix D**.

Contact information for state occupational safety and health agencies are attached at **Appendix E (State Occupational Safety and Health Contact Information)**.

## **10.0 PROGRAM REVIEW**

Robert Half will review the entire safety program once a year. Program evaluation shall include review of:

- Accuracy of the plan as it pertains to our clients' procedures.
- Interviews and feedback provided by temporary professionals.

After the evaluation process is complete, Robert Half will update the safety program accordingly and to engage in communication with our client about reports that have come in over the last year.

## **APPENDIX A**

### **TEMPORARY PROFESSIONAL**

### **SAFETY ORIENTATION ACKNOWLEDGMENT**

- I have received a copy of the Injury and Illness Prevention Program and I am familiar with the general safety policies, rules and guidelines contained therein.
- 1) In case I am injured while in the course of my work, I will report the injury to my job-site supervisor immediately and to Robert Half as soon as practicable.
- 2) I have received training on accident, injury and hazards reporting. I am familiar with the forms and reports and the procedures for reporting accidents, injuries and hazards at a client's facility.
- 3) My signature certifies that I have received and understand the Injury and Illness Prevention Program and agree to abide by it.
- 4) Should I need additional copies of the Appendices below, or should I have any questions regarding this plan, I will contact (866) 368-0718.

vergil kelley

---

Name (Print)

DocuSigned by:

Vergil Kelley

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Signature

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7/25/2018

Date

## APPENDIX B

### HAZARD REPORTING FORM

DATE \_\_\_\_\_

PROFESSIONAL'S NAME:

---

CLIENT: \_\_\_\_\_ PHONE# (optional): \_\_\_\_\_

UNSAFE CONDITION OR PRACTICE: \_\_\_\_\_  

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LOCATION: \_\_\_\_\_

SUGGESTION FOR IMPROVING SAFETY: \_\_\_\_\_  

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Has this matter been reported to your supervisor?  Yes  No

***Temporary Professionals are advised that it would be illegal for an employer to take any action against a temporary professional in reprisal for exercising rights to participate in reporting safety issues.***

## **APPENDIX C**

### **ACCIDENT/EXPOSURE INVESTIGATION REPORT**

(This report to be completed by worker to assist in documenting the event)

***Non-critical Injury- to be completed within 24 hours after occurrence***

***Critical Injury- to be completed within eight hours of occurrence***

1. Date of Accident: \_\_\_\_\_ Time of Accident: \_\_\_\_\_ am/pm

2. Location of Accident (Bldg., Rm.#, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Accident Description (Include the sequence of events preceding accident and machinery or equipment involved):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Description of bodily injury sustained: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Persons involved and witnesses (List all names, addresses and job titles): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Identify any unsafe condition, acts or procedures that may have contributed to the accident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Corrective Action Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was First Aid administered:  Yes  No      If yes, by whom? \_\_\_\_\_

Were Emergency Medical Personnel Called  Yes  No

Hospitalization required?  Yes  No

Person investigating accident at the client site:(Name and Job Title): \_\_\_\_\_

Client Manager Responsible: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**Send copy to:**  Local Robert Half Branch Manager

**Upon Request- provide copy to:**

Accident Inspector       State Health & Safety Director

## **APPENDIX D**

### **INCIDENT REPORT FOR WORKPLACE VIOLENCE**

(This report to be completed by worker to assist in documenting the event.)

1. Date of Incident: \_\_\_\_\_ Time of Incident: \_\_\_\_\_ am/pm
2. Location where incident occurred (Bldg., Rm.#, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Persons involved and witnesses (List all names, addresses and job titles):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Incident Description (Include the sequence of events preceding incident):  
\_\_\_\_\_  
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Name and address of contact if further incidents arise: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Person investigating incident (Name and Job Title): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client Manager Responsible: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Send copy to:     Robert Half Local Branch Manager     Client Supervisor or Manager

## APPENDIX E

# STATE OCCUPATIONAL SAFETY AND HEALTH CONTACT INFORMATION

The following list provides contact information for local workplace safety agencies in the states covered in which you work. For all other states, **not including** CA, NV, NE, NH, OK, OR, WA, please contact (866) 368-0718 for instructions on reporting requirements.

### **CALIFORNIA**

#### **California Division of Safety and Health**

2424 Arden Way, Ste. 410  
 Sacramento, California 95825  
 Telephone: (800) 963-9424  
 Email: InfoCons@dir.ca.gov  
 Website: <http://www.dir.ca.gov>

### **NEBRASKA**

#### **Nebraska Workforce Development**

Nebraska Department of Labor  
 Labor & Safety Standards  
 301 Centennial Mall South  
 P.O. Box 95054  
 Lincoln, Nebraska 68509-5024  
 Telephone: (402) 471-2239  
 Website: <http://dol.nebraska.gov/nwd/>

### **NEVADA**

#### **Nevada Division of Industrial Relations**

Occupational Health and Safety Enforcement  
 1301 North Green Valley Parkway, Ste. 200  
 Henderson, Nevada 89074  
 Telephone: (702) 486-9020  
 Website:  
<http://dirweb.state.nv.us/OSHA/osha.htm>

### **NEW HAMPSHIRE**

#### **New Hampshire Department of Labor**

State Office Park South  
 Spaulding Building  
 95 Pleasant Street  
 Concord, New Hampshire 03301  
 Telephone: (603) 271-3176  
 Website: <http://www.labor.state.nh.us>

### **OKLAHOMA**

#### **Oklahoma Department of Labor**

4001 N. Lincoln Boulevard  
 Oklahoma City, Oklahoma 73105  
 Telephone: (405) 528-1500 or (888) 269-5353  
 Website: <http://www.okdol.state.ok.us/>

### **OREGON**

#### **Oregon Occupational Safety & Health Division**

350 Winter Street NE, Rm. 430  
 Salem, Oregon 97301-3882  
 Telephone: (800) 922-2649 or (503) 378-3272  
 Website:  
<http://www.cbs.state.or.us/external/osha/index.html>

### **WASHINGTON**

#### **Washington Department of Labor and Industries**

WISHA Services Division  
 PO Box 44600  
 Olympia, Washington 98504  
 Telephone: (800) 547-8367  
 Website:  
<http://www.lni.wa.gov/wisha/default.htm>



# Labor Law Posters Online



## Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination based on race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where it does not impose undue hardship.

### DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual who is an applicant or employee, barring undue hardship.

### AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees of age 40 or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job classification, referral, and other aspects of employment. Age discrimination includes failing to reasonably accommodate the known physical or mental limitations of an otherwise qualified individual who is an applicant or employee, barring undue hardship.

### SEX (WAGES)

The Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

Employers may not use E-Verify to pre-sort applicants or to review current employ

Empl<sup>oyers</sup> may not use E-Verify to pre-sort applicants or to review current employ

**NOTICE:**

Federal law requires employers to verify the identity and employment eligibility of all persons hired for work in the United States.

This employer will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

**IMPORTANT:** If the Government cannot confirm that you are authorized to work, this employer is required to provide you written instructions and an opportunity to contact SSA and/or DHS before taking adverse action against you, including terminating your employment.

Employment Verification Done.

For more information on E-Verify, please contact DHS at:

**1-888-464-4218**

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terminating your employment.

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For more information on E-Verify, please contact DHS at:

**1-888-464-4218**

View the required  
federal, state, and municipal  
labor law postings online at  
[www.roberthalff.com/labor-law-posters](http://www.roberthalff.com/labor-law-posters).

[www.roberthalff.com/labor-law-posters](http://www.roberthalff.com/labor-law-posters)

Hard copies of all labor law postings  
can also be viewed in person at any  
Robert Half branch or corporate office.



By initialing, I hereby acknowledge receipt of the Robert Half Welcome Brochure.

# Welcome to Robert Half Technology

## Welcome to Robert Half Technology

We're pleased you have decided to join our team of temporary technology professionals. Robert Half Technology is committed to matching IT professionals with the best positions in the industry worldwide.

Robert Half Technology is a leading provider of IT professionals on a project and full-time basis. We specialize in initiatives ranging from web development and systems integration to network security and technical support. Because we partner with over 90,000 hiring managers across North America every single week, we are uniquely positioned to help you find an opportunity that meets your specific career objectives.

At Robert Half Technology, we strive for excellence. We are dedicated to providing superior customer service every step of the way. But don't just take our word for it; our company once again was named first in our industry on Fortune® magazine's list of "World's Most Admired Companies." (March 1, 2017). We look forward to a long and rewarding relationship with you!

## About Your Assignment

- Once you have accepted a temporary assignment with Robert Half Technology, you will get all the information necessary — company name, location, supervisor, duration, responsibilities and other details.
- Before you work overtime, make sure you have permission from both your project manager and your Robert Half Technology Account Executive.
- Notify your project manager and Robert Half Technology Account Executive when you are ill or running late.
- As your project nears completion, give us a call and we will begin working with you to find you a new opportunity.
- If you are offered a full-time position at your Robert Half Technology temporary assignment, please let us know immediately.

- Please: No physical labor or driving and no signing, wiring, transporting or conveying of cash, checks or negotiable instruments while you are on a Robert Half Technology temporary assignment.

## Points to Remember

- Be punctual! It is important that you arrive on time every day.
- Be discreet! Assignments may involve working with sensitive and confidential information. Please don't talk about your work in elevators or other public areas.
- When introduced to your supervisor at the client's office, talk about those things that will make your job easier, such as tasks you will be performing and the standard office procedures. You must take your rest and meal breaks in accordance with applicable laws. If you have any questions about your meal and rest breaks, contact your Robert Half Technology Account Executive.
- Understand that Robert Half Technology is your employer when you are working on assignments for Robert Half Technology's clients, not the company to which you are assigned.
- If the status of the assignment changes or if you encounter any problems on an assignment, please discuss the matter with your Account Executive immediately. Examples include:
  - A change in assignment duties, hours or reporting manager.
  - The assignment is extended or shortened.
  - A full-time job offer is made by the hiring manager on a current assignment.
  - Personal issues occur at the job site.
- Strive to do your job well. Be alert. Be polite. And when in doubt, ask questions!
- Don't accumulate your time sheets. Report your work hours for each week on a separate time sheet and submit the time sheet only once each week.

## Continuing Your Job Search

If you are interested in contract consulting while looking for a full-time job outside of Robert Half Technology, you are a welcome addition to our team. However, we would appreciate it if you would please:

- Schedule your interviews at times that are convenient for our client, such as early morning, late afternoon or lunchtime. That causes less disruption for our client and allows you maximum pay for each day's work.

- Notify your job supervisor and Robert Half Technology Account Executive in advance (one or two days' notice is sufficient) if you'll be on an interview or unavailable for other reasons.
- Give us time to find a suitable replacement (one or two weeks' notice is adequate for most assignments) if you accept a full-time position and must start before your Robert Half Technology assignment is scheduled to end.
- If you weren't originally looking for full-time work, but decided to do so after beginning a temporary assignment with us, let us know. We can help you in your job search.

## Getting Paid

Regardless of the method of payment you select, when you are working for Robert Half Technology's clients, you will be paid no later than the close of business on Friday of each week for hours worked the previous week. However, if you elect to receive a check via the U.S. Postal Service, please note that your paycheck will be deposited in the mail no later than the close of business on Friday of each week.

## Payroll Options

### Direct Deposit

- Activating your direct deposit is easy! When you are placed on your first assignment, you will receive an email with login instructions for the Time Reporting and Approval System. Once you log in to the Time Reporting and Approval System, locate the Payroll Center section on the homepage. Click on the Direct Deposit Center link and follow the instructions. Access to enroll for Paperless Paystubs and your Paystub History can also be found in the Payroll Center.
- Wages will be deposited directly into your bank account each pay period.
- You can also go green and elect to receive your paystubs online on the same date the payment is produced. Your electronic paystub will outline all of your gross-to-net details. If you still want to receive paper paystubs, a payment voucher will be mailed each pay period.

### Payroll Debit Card

- Complete a Payroll Debit Card Application available via your branch office.
- Wages will be deposited into your Payroll Debit Card Account each pay period.
- With the Payroll Debit Card, you can also elect to receive electronic paystubs, which will outline your gross-to-net details. If you still want to receive paper paystubs, a payment voucher will be mailed each pay period.

- You will have access to funds 24/7 through ATM, point-of-sale transaction or check-writing privileges.
- Fees are associated with various transactions such as ATM and point of sale.

### Paper Checks

- Payroll checks will be mailed weekly to the mailing address you have provided.
- Irregularities of the U.S. Postal Service may result in varying delivery results.

## How to Report Your Time

You are entitled to be paid for all time worked. Submit your time sheet, approved by the client, indicating the actual number of hours you worked on each day of the workweek. Complete your time sheet and submit it during your work assignment. If you are not able to complete your time sheet while on assignment, make sure to include as work time the time it takes you to subsequently complete your time sheet and submit or fax it to us.

For payroll-related questions, please contact Customer Service at [pay.timereporting@roberthalf.com](mailto:pay.timereporting@roberthalf.com) or 1.888.744.9202. We have a dedicated team of payroll specialists available Monday – Friday to assist you with:

- Using our Online Time Reporting and Approval tool
- Updating personal contact information such as address, email and phone numbers
- Changing withholding exemptions
- Enrolling in direct deposit
- Verifying employment requests
- Other payroll-related issues

### Online Time Sheet Reporting Requirements

- Hours are submitted by entering them in our Online Time Reporting and Approval tool accompanied by your electronic authorization. You may access the Online Time Reporting and Approval tool via an email link that will be provided to you.
- Submit your completed online time sheet by Friday, 6 p.m., local time.
- A new blank electronic time sheet will be created for you each week in the Online Time Reporting and Approval tool.

### Written Paper Time Sheet Reporting Requirements

For those unable to utilize the Online Time Reporting and Approval tool, follow these

instructions to complete and submit your written paper time sheets:

- Obtain printed time sheets from your Account Executive/local branch or contact Customer Service at [pay.timereporting@roberthalf.com](mailto:pay.timereporting@roberthalf.com) or 1.888.744.9202.
- Follow the instructions on the time sheet for recording the time you worked.
- Your written time sheet must be completed by you each workweek and signed by your job supervisor.
- Never ask the client to approve a blank or incomplete time sheet.
- Fax your time sheet to the toll-free number on the front of the time sheet. Verify that your fax confirmation is complete, and keep the confirmation with your original time sheet for your records. Do not mail your time sheet.
- Fax your time sheet by Friday, 6 p.m., local time.

Falsifying or forging time sheets is illegal. If any questions arise concerning your hours, call your Account Executive for assistance.

## Bonus and Holiday Programs

We have a number of bonus programs designed to reward our temporary professionals for their hard work, including a Long Term Achievement Bonus, which rewards long-term service and commitment to Robert Half. They are designed to allow us to adapt quickly to meet business needs and market conditions. To keep you informed and updated, we will announce new programs and any changes to our existing programs (such as work requirements and payouts) at the beginning of a calendar quarter. Our current Bonus and Holiday Programs can be found on the home page of the Online Time Reporting and Approval System. Once you log in to the Time Reporting and Approval System, locate the [Candidate Programs & Policies](#) link at the bottom of the home page. Once redirected to the Candidate Programs & Policies page, click on the Bonus and Holiday Programs link for current information about our programs.

Beginning in 2017, the holidays for which we intend to provide holiday pay will be announced in late December for the upcoming year. We may add or subtract holidays during the year and may also adjust the pay and hours worked requirement to be eligible for holiday pay during the year.

Look at the Online Time Entry and Approval System's home page message banner and Candidate Programs & Policies link for important announcements and changes to our programs. Please remember that we continue to reserve the right, in our sole discretion, to continue, discontinue and change our programs. Bonus and Holiday Programs are merely

a statement of current policy, and candidates do not have a contractual or other right to any particular set of parameters or any bonus, holiday or other program.

## Referral Bonus

Attracting experienced temporary professionals is the key to any successful business. We understand that highly skilled temporary professionals like you often know of other talented people who may consider working for Robert Half Technology. If you do, you can receive a Referral Bonus by doing the following:

- Refer a colleague (who has not worked or registered with us before) to your local Robert Half Technology office. Tell your associate to mention your name as a reference during the Robert Half Technology registration.
- Or, simply call your local Robert Half Technology Account Executive and give your colleague's name and phone number to us; we'll take it from there.
- Receive a \$500 Referral Bonus once the person you refer successfully completes a minimum of 250 hours within 90 days of registering with Robert Half Technology.
- Earn up to \$1,500 when you refer a consultant who is added to your current Robert Half Technology project as a direct result of your recommendation and who has worked a minimum of 250 hours on the project.

For program details and eligibility, visit [rht.com/referral-bonus](http://rht.com/referral-bonus).

Whether a Referral Bonus program is available varies by branch. Contact your local branch for details.

## Benefits

At Robert Half Technology, we know that your health and well-being are important. We offer qualified U.S. temporary professionals and their eligible dependents access to medical coverage options\* as a way to satisfy the individual mandate under healthcare reform. These options include:

- A preventive care medical plan (which includes an employee assistance program); and
- A comprehensive high-deductible medical plan.

You're eligible to enroll in the preventive care plan as soon as you receive your first paycheck. You'll pay the full cost of coverage for yourself and your eligible dependents for this plan. For the high-deductible plan, you're eligible to enroll if you have worked as a U.S. temporary professional for Robert Half Technology for the preceding 12-month period and met a threshold number of hours worked per week over that period. For this plan, you pay a portion of the cost of coverage for yourself and the full cost of coverage

for your eligible dependents.

Both the preventive care plan and the high-deductible plan are designed to meet the Affordable Care Act (ACA) mandate requiring individuals to have minimum essential coverage. If you enroll in the preventive care or high-deductible health plans, you will not have to pay a tax penalty under the ACA for failing to have medical insurance.\*\*

\*These plans are not available in Hawaii. Please contact Mercer Marketplace at 1.855.879.6739 for information about healthcare benefits available to Hawaiian employees.

\*\*Please note: Due to state laws, not all products are available in all states. Residents of Massachusetts are advised that enrollment in the medical plans offered by Robert Half may not satisfy state health insurance requirements and could subject them to a state tax penalty.

In addition to medical coverage, Robert Half Technology also offers a number of voluntary benefits, including:

- **Group Hospital Indemnity:** This benefit provides supplemental payments to cover expenses for hospital stays.
- **Dental:** The dental plan provides coverage such as preventive as well as major services.
- **Vision:** The vision plan covers common services like exams, frames and lenses, and contact lenses.
- **Short-Term Disability Insurance:** This coverage offers up to 26 weeks of income protection if you are unable to work due to illness or injury.
- **Life:** Term life with AD&D insurance is available for you and your eligible dependents; the benefit is paid in a lump sum.
- **Critical Illness and Accident:** This benefit is designed to help supplement out-of-pocket expenses associated with a covered critical illness or accident.

You may enroll for voluntary benefits as soon as you begin your first job assignment. You pay the full cost of voluntary benefits on an after-tax basis.

### Enrolling for Coverage

All benefit plans are administered through The American Worker. To enroll in benefits, go to [www.RHAWPbenefits.com](http://www.RHAWPbenefits.com). You may also call 1.855.495.1192.

### Mercer Voluntary Benefits Program

- Eligibility – the date you begin your first job assignment.
- Temporary professionals purchase products directly from Mercer via direct bill.

- Available benefits – Identity Theft Protection, Long-Term Care, Auto, Home and Pet Insurance.
- Online comparative rates available.
- Obtain information and voluntarily purchase any of the Mercer benefits products and services by calling the Mercer Customer Service Center at 1.866.795.2054, Monday through Friday, 8 a.m. to 6 p.m., (all times EST/EDT), or go online at [www.rhiprovoluntaryplans.com](http://www.rhiprovoluntaryplans.com).

The insurance referral service is made available to temporary professionals at competitive group prices. Such service can be purchased on a voluntary basis through the Mercer Voluntary Benefits program. The provision of group prices should not be construed in any way as an endorsement or warranty of the insurance referral service.

## 401(k) Retirement Savings

Robert Half Technology is pleased to offer you a 401(k) Retirement Savings Plan that enables you to make pre-tax deferrals through payroll deductions to save for your retirement. Eligible candidates may enroll online **following** receipt of your second paycheck, and participation can begin as soon as the first of the month following the completion of your online enrollment. To enroll, go to [www.netbenefits.com](http://www.netbenefits.com).

- Eligibility is limited to U.S. temporary professionals whose Robert Half earnings for the previous year are less than the annually prescribed IRS limit.
- Participants may contribute 1% to 60% of eligible earnings, subject to IRS dollar limits.
- Contributions are deducted from weekly paychecks.
- Pre-tax deductions reduce taxable income.
- Contributed funds are accessible for loans, distributions, rollovers or hardship withdrawals, subject to IRS rules.
- Participants may direct the investment of their contributions to any of a range of investment funds through Fidelity Investments.
- Account is 100 percent vested at all times.

For more information on the Robert Half 401(k) plan, please visit [roberthalf.com/401kplanbrochure](http://roberthalf.com/401kplanbrochure).

The 401(k) plan is limited to employees living and working in the United States.

*If there is any discrepancy between the information presented here and the applicable official plan document, the official plan document will govern how benefits are determined*

and administered. Robert Half International Inc. reserves the right at any time to amend or terminate any plan or any benefit offered under a plan.

## Free and Discounted Training

Robert Half Technology understands your need for access to continuous education to keep pace with the rapid changes in technology. That's why we are pleased to offer a free voluntary online training program and access to world-class tools to assist you in enhancing your skills and earning certifications in the latest technology.

- Our free voluntary Online Training program, provided through Skillsoft, is available once you have fully registered with Robert Half Technology and have received a login and password from your Account Executive. Our program includes access 24 hours a day, 7 days a week to over 8,000 online courses, and 42,000 books, videos and a wide range of research reports from technology leaders like Microsoft®, Oracle®, Cisco® and others.
- As a temporary professional with Robert Half Technology, you may have access to additional voluntary training and certification benefits through our partnerships with HDI® and Microsoft. Please ask your Account Executive for more information.
- The Robert Half Technology blog offers additional career and job search resources. Subscribe at [blog.rht.com](http://blog.rht.com).

The time you choose to spend on our Online Training program, if any, is not compensable.

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**This Welcome Brochure Does Not Create an Employment Contract:** Please note that nothing in this brochure creates any contract of employment or any right or expectation of continued employment. Further, Robert Half Technology may change or cancel these programs at any time without notice.

9

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[rht.com](http://rht.com)



 **Robert Half**  
Technology

# Our Commitment to Ethics

- Policies Against Harassment
- Unemployment Insurance
- Substance Abuse/Drug-Free Workplace Policy
- Workplace Safety Information
- Equal Opportunity Employer Statement
- Family Medical Leave Act (FMLA) Leave

Robert Half and its staffing divisions – Accountemps, OfficeTeam, Robert Half Finance & Accounting, Robert Half Legal, Robert Half Management Resources, Robert Half Technology and The Creative Group – have a commitment to Ethics. Please review the policies in this brochure.

## Policies Against Harassment

### Policy Against Harassment

The policy of Robert Half is that there be no unlawful discrimination against any employee, temporary professional, candidate, client or contractor based on such individual's membership in a protected group (e.g., age, disability, gender identity, national origin, race/color, religion, sex (including pregnancy), sexual orientation, veteran status, or any other protected status). In keeping with that policy, Robert Half will not tolerate harassment.

In general, harassment is defined as inappropriate, unwelcome or offensive conduct whether verbal, physical or visual where:

- Submission to or rejection of such conduct is used as a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples may include but are not limited to:

- Derogatory comments about an individual's membership in a protected group.
- Visual messages that are degrading to or reflect negatively upon a protected group.
- Jokes that have the purpose or effect of stereotyping, demeaning or making fun of any protected group.
- Slurs that describe a protected group.
- Nicknames that relate to a person's membership in any protected group.
- Verbal or non-verbal innuendoes that relate to or reflect negatively upon any protected group.

Harassment includes incidents outside of the workplace if persons involved include employees, temporary professionals, supervisors, candidates, clients, or contractors of Robert Half.

### Policy Against Sexual Harassment

The policy of Robert Half is to provide a working environment that is free of all impermissible forms of harassment. This includes sexual harassment. Robert Half will not tolerate sexual harassment of or by any of its employees, temporary professionals, candidates, clients, or contractors and will treat any violation of this policy as a disciplinary matter. In order to assure that all employees fully understand what constitutes sexual harassment, this form of prohibited harassment is addressed separately in this policy.

Any unwelcome sexual conduct or sexual behavior that is offensive to a reasonable person, if severe or pervasive, may be deemed to be sexual harassment. Sexual harassment includes:

- Sexual advances or requests for sexual favors.
- Unwelcome or offensive touching and other verbal, graphic or physical conduct of a sexual nature, including sexual gestures.
- Offensive remarks, jokes and other verbal, written or graphic commentaries of a sexual nature about an

individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, gestures or invitations.

- Physical conduct, including touching, assault or impeding or blocking movements.

Sexual harassment includes incidents outside of the workplace if persons involved include employees, temporary professionals, supervisors, candidates, clients, or contractors of Robert Half.

Unwelcome sexual conduct is absolutely prohibited regardless of whether it involves individuals of different sexes or the same sex.

Any employee, temporary professional, candidate, client, or contractor who feels that he or she has been subjected to any form of harassment or discrimination should immediately report the incident to Robert Half management so that prompt and effective action can be taken. That report may be made to any Robert Half manager with whom the individual feels comfortable. As an alternative, Robert Half has set up a special toll-free hotline which employees, temporary professionals, candidates, or contractors may use to make initial reports of harassment or discrimination. That number is **1-888-875-4901**. The hotline is not intended to be used for anonymous complaints because Robert Half cannot effectively deal with anonymous complaints.

All complaints of harassment and discrimination will be promptly and thoroughly investigated and, if warranted, appropriate corrective action will be taken after the investigation.

Employees, temporary professionals, candidates and contractors can be assured that they will not be penalized in any way for reporting harassment or discrimination. Retaliation in any form against an employee, temporary professional, candidate or contractor for having filed a good-faith complaint is strictly forbidden.

If an employee, temporary professional, candidate, or contractor believes he or she has been subjected to any form of harassment or discrimination, he or she may also file a complaint with the appropriate government agency set forth below.

- California Department of Fair Employment & Housing,  
1-800-884-1684, 1-800-700-2320 TTY, [www.dfeh.ca.gov](http://www.dfeh.ca.gov)
- Illinois Department of Human Rights, 100 W. Randolph Street, 10th Floor, Intake Unit, Chicago, IL 60601  
1-312 814-6200, 1-217-785-5125 TTY, [www.state.il.us/dhr/Forms/CIS\\_SXH.pdf](http://www.state.il.us/dhr/Forms/CIS_SXH.pdf)
- Maine Human Rights Commission, 51 State House Station, Augusta, Maine 04333-0051  
1-207-624-6050, 1-888-577-6690 TTY
- Massachusetts Commission Against Discrimination, One Ashburton Place, Rm. 601, Boston, MA 02108  
1-617-994-6000, 1-617-994-6196 TTY
- 436 Dwight Street, Ste. 220, Springfield, MA 01103  
1-413-739-2145
- U.S. Equal Employment Opportunity Commission  
1-800-669-4000, 1-800-669-6820 TTY

## **Unemployment Insurance**

- If you have unemployment insurance, it may be deferred while you are working on assignments for Robert Half as a temporary professional. You may be required to report any wages you have earned through our payroll.
- Disqualification (determined by the state agencies) for unemployment benefits may occur for a number of reasons. Some of the events that could result in disqualification include, but are not limited to, the following circumstances: failure to show for an assignment without providing proper notification; continual absence/tardiness; falsifying applications/time sheets/records; violation of policies or other misconduct; quitting an assignment without good cause; refusal of suitable work; and not being able and available for work. Some states may also impose a disqualification on those who do not report their availability to their assigned branch upon completion of a temporary assignment.
- It should be noted that your temporary intermittent employment services shall be "at will" and provided only on an

as-needed basis. Any engagement may be terminated at any time by us.

- If you file a claim for unemployment benefits, please be sure to list Robert Half as your temporary employer for the time when you worked on assignments for Robert Half's client(s) and not the clients of Robert Half for whom you worked.
- Information regarding your state unemployment filing procedures and laws can be obtained by contacting your local state unemployment office via Internet or phone.

## **Substance Abuse/Drug-Free Workplace Policy**

It is Robert Half's belief that the impairment of any employee during working hours due to substance abuse will have a detrimental impact upon Robert Half's business and upon its employees, temporary professionals, candidates, clients and other business guests. As a condition of employment, each employee must abide by this policy.

The Company recognizes that some individuals may use substances such as alcohol and drugs to such an extent that their health and work are impaired. The Company's position regarding substance abuse is the same whether alcohol, illegal drugs, prescription drugs or other controlled substances are involved. Any employee who begins work impaired or becomes impaired while at work, or who illegally possesses, manufactures, distributes or dispenses, or attempts to manufacture, distribute or dispense a controlled substance, is in violation of Company policy. Additionally, when an employee is involved in the use, possession, manufacture, distribution or dispensation, or the attempted manufacture, distribution or dispensation of a substance in violation of the law, Robert Half may notify appropriate authorities.

For safety and other reasons, employees who are taking prescription drugs that have a potentially impairing effect should notify their immediate supervisor. When notifying your supervisor, you should not disclose the nature of the underlying condition, the name of the medication you are taking or any other private information; you should simply inform your supervisor that you are taking a medication which may have a potentially impairing side effect.

Employees must notify the Company within five days after any conviction under a criminal drug statute for a violation occurring in the workplace. When required by federal law, the Company will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace. After receiving notice from an employee of a conviction under a criminal drug statute for a violation occurring in the workplace, the Company will: (1) take appropriate personnel action against such employee up to and including termination; and/or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program.

When the Company has reasonable suspicion to believe that an employee or employees are working in violation of the drug-free workplace policy, prompt and appropriate disciplinary action will be taken.

Robert Half is aware that substance abuse may represent a complex health problem that has both physical and emotional impacts on the employee, co-workers, family and friends. Voluntary, successful participation in a recovery or rehabilitation program by an employee may be a mitigating factor in any disciplinary action, depending on the facts and circumstances of each individual case. However, seeking and accepting treatment will not necessarily prevent disciplinary action.

## **Workplace Safety Information**

The client companies with which you may work are committed to providing you with a safe workplace. As part of that commitment, you are covered by the safety plan of the client companies for which you may work and will receive the same safety training as employees of those client companies.

You should be aware of the following when you are on assignment with client companies:

- No temporary professional is expected to undertake a job that appears to be unsafe.
- No temporary professional is expected to undertake a job until he or she has received instructions on how to do it properly and has been authorized to perform that job.
- No temporary professional should perform any work that he or she considers potentially injurious without first discussing it with a supervisor.
- Temporary professionals are expected to inform their supervisor of all unsafe working conditions.

- Temporary professionals must not operate equipment they believe to be unsafe and must call a supervisor for instructions.
- Temporary professionals have the right to provide information regarding safety hazards without fear of reprisals.
- Temporary professionals must not work with hazardous or controlled products and should contact a supervisor if they believe they are being exposed to, or are in the proximity of, controlled products.
- Temporary professionals have the right to an explanation of any risks and hazards involved at any specific worksite, including the right to view the Material Safety Data Sheets (MSDS) that describe the safe handling, use, storage, and disposal of controlled products in the workplace and the safe work procedures employees must follow.
- In the event you are injured while on assignment at a client site, you must immediately report the injury to your Robert Half Staffing Manager, who will report the incident to the carrier at **1-888-414-8115**.

## **Equal Opportunity Employer Statement**

Robert Half is an equal opportunity employer. Hiring, promotion, transfer, compensation, benefits, discipline, termination and all other employment decisions are made without regard to race, color, religion, sex, age, disability, national origin, sexual orientation, gender identity, veteran status or any other protected status.

Because of our support of equal employment opportunity, discrimination on account of race, color, religion, sex, age, disability, national origin, sexual orientation, gender identity, veteran status or any other protected status will not be tolerated.

## **Family Medical Leave Act (FMLA) Leave**

Leave under FMLA, as defined by Federal law, will be provided to eligible temporary professionals. To be eligible, a temporary professional must have been (a) employed by Robert Half for 12 calendar months and (b) worked at least 1250 hours in the preceding 12 months with Robert Half. FMLA allows an employee to be away from work, without pay, to recover from his or her own medical conditions, to care for family members who are suffering from a serious health condition, and also to bond with a newborn or adopted child. For additional details temporary professionals should contact the Branch Office Staffing Professionals for your division.

## Exchange Notice

### Health Insurance Marketplace Coverage Options and Your Health Coverage

#### PART A: General Information

When key parts of the health care law took effect in 2014, a new way to buy health insurance became available: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the Marketplace and employment based health coverage offered by your employer.

#### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers one-stop shopping to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in November 2017 for coverage starting as early as January 1, 2018.

#### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

#### Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.56% of your household income for the year, or if the coverage your employer provides does not meet the minimum value standard set by the Affordable Care Act, you may be eligible for a tax credit.<sup>1</sup>

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

<sup>1</sup> An employer-sponsored health plan meets the minimum value standard if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

#### How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or refer to the contact information below.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

**PART B: Information About Health Coverage Offered by Your Employer**

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer Name: Robert Half International Inc.	4. Employer Identification Number (EIN): 94-1648752
5. Employer address: 2613 Camino Ramon	6. Employer phone number: 1.888.677.6613
7. City: San Ramon	8. State: CA    9. Zip code: 94583
10. Who can we contact about employee health coverage at this job? Robert Half Solutions Center	
11. Phone number (if different from above) 1.855.744.6947	12. Email address: HRSolutions@roberthalf.com



## Sick Leave Policy for Candidates Who Work in Cook County or Chicago, Illinois (Effective July 1, 2017)

Robert Half is pleased to provide sick leave to our temporary candidates in Illinois who work in Cook County<sup>1</sup> or the City of Chicago.

### Accrual of Sick Leave

Robert Half candidates will earn sick leave on the first day they are placed on assignment in Cook County or Chicago, Illinois by Robert Half on or after July 1, 2017 whether or not a candidate has previously worked for Robert Half. Candidates will earn one (1) hour of sick leave for every forty (40) hours worked in Cook County or Chicago, Illinois. A candidate may accrue up to forty (40) hours of sick leave annually.

### Carry Over of Sick Leave

In the first calendar year of employment, candidates employed less than twelve months, can carry over all accrued, but unused, sick leave into the following calendar year. In subsequent years, candidates can carry over half of their total accrued, but unused, sick leave up to a maximum of twenty (20) hours into the following calendar year. Unused sick leave carried over in this manner is considered **Ordinance-Restricted Sick Leave** and can be used for purposes set by the Chicago Paid Sick Leave Ordinance and the Cook County Earned Sick Leave Ordinance.

In addition to the carryover described above for Ordinance-Restricted Sick Leave, a candidate will be allowed to carry over into a following calendar year any remaining accrued, but unused, sick leave up to a maximum of forty (40) hours for use during an approved FMLA leave, if the candidate is eligible to take an FMLA leave. Unused sick leave carried over in this manner is considered **FMLA-Restricted Sick Leave** and can only be used for Federal Family and Medical Leave Act purposes.

### Use of Sick Leave

Candidates may begin using their accrued sick leave on the 180<sup>th</sup> calendar day following their first assignment start date. A candidate may use up to forty (40) hours of sick leave in a calendar year, unless more hours are available for use during an FMLA leave. The forty (40) hours may consist of any combination of Ordinance-Restricted Sick Leave and FMLA-Restricted Sick Leave permitted under the Ordinances and the FMLA. If an FMLA eligible candidate carries over forty (40) hours of FMLA-Restricted Sick Leave and uses all forty (40) of these

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<sup>1</sup> Except in municipalities that have opted out of the Ordinance. To view a listing of municipalities that have opted out of the Ordinance, log into the On Line Time Reporting and Approval System and open the Programs & Policies link at the bottom of the page. Login credentials to the On Line Time Reporting and Approval System are emailed to candidates upon placement of their first assignment. For any questions, please contact Customer Service at **888-744-9202** or **Pay.TimeReporting@rhi.com**.

hours in a calendar year during an FMLA leave, the candidate may still use any accrued, but unused, Ordinance Restricted Sick Leave that the candidate carried over from the prior calendar year.

Accrued sick leave can be taken while working or scheduled to work in any U.S. location where the candidate works for Robert Half.

Candidates may use accrued sick leave and Robert Half will not retaliate against any candidate because he/she elects to do so.

### **Break in Service**

A candidate placed on assignment in Cook County or Chicago, IL within 120 days from the date of his or her last assignment in Cook County or Chicago, IL will have any sick leave previously accrued (but unused) reinstated and available for use immediately. If a candidate is placed on assignment more than 120 days after the date of his or her last assignment, any sick leave previously accrued, but unused, will not be reinstated.

### **Approved Uses for Ordinance-Restricted Sick Leave**

Robert Half candidates are able to use their accrued sick leave for the diagnosis, preventive care, or treatment of an existing health condition for themselves or a family member; for specified purposes if the candidate or a family member is a victim of domestic violence, sexual assault or stalking; to provide care for the candidate's child when the child's school or place of care has been closed by order of a public official due to a public health emergency; or for other purposes authorized by applicable city and county ordinances.

### **Approved Uses for FMLA-Restricted Sick Leave**

Candidates can use FMLA accrued sick leave for any reason that a candidate can take job-protected, unpaid leave pursuant to the Federal Family and Medical Leave Act, including, but not limited to a serious health condition of the candidate or the candidate's spouse, child or parent; the birth or care of a newborn child; or new placement and care of a child as a result of adoption or foster care.

### **Notice Regarding Use of Sick Leave**

Due to the nature of Robert Half's business, a candidate must provide, if practicable, reasonable advance notice of his or her plans to use accrued sick leave in order for Robert Half to make the necessary arrangements related to the candidate's work. If clients need coverage during the absence of a candidate, Robert Half will arrange with the client to accommodate coverage during a candidate's absence. A candidate should not search for or find a replacement to cover for him or her while the candidate is on sick leave. If the leave is not foreseeable, candidates must provide notice of the leave to Robert Half as soon as practical.

When requesting sick leave, candidates should not disclose any private medical information or any other confidential personal information to their manager or any other employee or candidate.

### **Payment of Sick Leave**

Candidates will be paid for sick leave not later than the payday for the next regular payroll period after the sick leave was taken. No payment of any accrued but unused sick leave will be made at the time an assignment ends or upon termination or resignation.

#### **Additional Information**

Additional information on Cook County or Chicago, Illinois Sick Leaves can be found on the Cook County Government website at <https://www.cookcountylil.gov/service/earned-sick-leave-ordinance-0> and the City of Chicago's website at <https://www.cityofchicago.org/city/en.html>.

For any additional details regarding this policy, please contact Customer Service at **888-744-9202** or [Pay.TimeReporting@rhi.com](mailto:Pay.TimeReporting@rhi.com).

Robert Half is an Equal Opportunity Employer M/F/Disability/Veterans.



**COOK COUNTY and CHICAGO, ILLINOIS  
SICK LEAVE PAYMENT REQUEST FORM**

**Please FAX Completed Payment Request to 1-800-304-3198  
or EMAIL to [DeerParkTempPayroll@roberthalf.com](mailto:DeerParkTempPayroll@roberthalf.com)**

CLIENT INFORMATION				SICK LEAVE	WEEK ENDING DATE
CLIENT NAME					
REPORTS TO					
ADDRESS					
CITY	STATE	ZIP	CLIENT TELEPHONE		

**Do not use for reporting hours worked.**  
 This form is to be used ONLY for reporting sick leave, and must be used in addition to your regular timesheet. Sick leave should be requested on this form (recorded to the nearest minute) and should coincide with time you reported that you did not work on your timesheet. For example, if you left work at 2:25pm (instead of your normal end time of 5:00pm) for a reason, you can use sick leave, you can request to be paid 2hrs and 35mins of sick leave pay. You will be paid only for sick leave that you have accrued and are eligible to use. If you have no accrued sick leave you will not be able to use sick leave.  
**Sick leave should be entered in decimal format (2 hours and 35 minutes should be entered as 2.58 (35 min / 60 min = .58 hours)**  
**Important Reminder:** To avoid processing issues, make sure that your request for sick leave matches with time you reported as not worked on your timesheet.

EMPLOYEE NAME		SUN	MON	TUE	WED	THU	FRI	SAT	TOTALS
									-
Employee ID (10 Digit #, not SSN. Available on your paycheck stub)									-
TOTAL PAID SICK LEAVE		-	-	-	-	-	-	-	-

Fax completed Sick Leave Payment Request Form to **1-800-304-3198**. For questions, call Customer Service at **1-888-744-9202** or contact us at [Pay.TimeReporting@roberthalf.com](mailto:Pay.TimeReporting@roberthalf.com)

Employee Signature

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Date

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## COOK COUNTY EARNED SICK LEAVE ORDINANCE

NOTICE TO EMPLOYEES • EFFECTIVE JULY 1, 2017

In most cases, you are covered by the Cook County Earned Sick Leave Ordinance if:

- You have worked for your employer in Cook County for at least 2 hours in any two-week period, and
- Your employer has a place of business in Cook County.

You are entitled to:

- Earn **one hour** of earned sick leave **for every 40 hours worked** for your employer in Cook County;
- You may **use earned sick leave when you or a family member are ill**, receiving medical care, or the victim of domestic violence or stalking, or a public health emergency closes work, school or daycare;
- You **must be paid for earned sick leave** at your usual rate of pay, no later than the next payroll period;
- **Maximum accrual and use** of earned sick leave generally is **40 hours per year**;
- If you do not use all the earned sick leave you earn in a given year, generally you are entitled to **carry over half** of those **unused hours** to use in the following year (up to a maximum carryover of 20 hours);
- And you may be entitled to **additional benefits** under the Ordinance **if your employer is covered by the federal Family Medical Leave Act (FMLA)** and you are eligible for FMLA leave.

Your employer is prohibited from:

- Retaliating against you for exercising Ordinance rights (*e.g.*, using earned sick leave, filing a claim); or
- Requiring you to search for or find a replacement to cover your work hours while you are on leave.

Your employer is allowed to:

- Impose written rules for: the **minimum increments of time** (4 hours or less) in which earned sick leave can be used; the **type and timing of notice required** for reasonably foreseeable absences; the **minimum duration of employment** before initial use of earned sick leave (not to exceed 180 days).
- Adopt **equivalent alternative practices** to meet its Ordinance obligations (*e.g.*, grant estimated earned sick leave for the year up front) (*see Part 600 of the Commission's Earned Sick Leave Rules*).

If you believe your employer may have violated this Ordinance:

- The Commission encourages (but does not require) you to **discuss your concerns with your employer**. Employers may use different terminology to describe employee benefits or may have adopted an approved alternative practice to comply with the Ordinance. The Commission's website and Earned Sick Leave Rules are resources for helping you and your employer understand what the Ordinance requires.
- If you cannot talk to your employer because of fear of retaliation or you remain unsatisfied with your employer's explanation of your benefits, **contact the Commission for assistance**.
- If you wish to **file a complaint with the Commission** because your employer has violated the Ordinance, you must generally do so **within 3 years** of the violation. Complaints can also be filed directly in the Circuit Court of Cook County without filing at the Commission first.
- The Commission is available to assist (or receive complaints), Monday – Friday (excluding County holidays) from 9 a.m. – 4 p.m., or by appointment outside of these hours. You may contact the Commission by email, telephone or in person.

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## COOK COUNTY COMMISSION ON HUMAN RIGHTS

69 W. Washington, 30<sup>th</sup> Floor, Chicago, IL 60602

email: [human.rights@cookcountylil.gov](mailto:human.rights@cookcountylil.gov) phone: 312-603-1100

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# NOTICE TO EMPLOYERS AND EMPLOYEES

## CITY OF CHICAGO PAID SICK LEAVE ORDINANCE

MUNICIPAL CODE OF CHICAGO CHAPTER 1-24 • EFFECTIVE DATE: JULY 1, 2017  
CITY OF CHICAGO • MAYOR RAHM EMANUEL

The Paid Sick  
Leave Ordinance  
Applies to:

- Employers that maintain a business facility within the City of Chicago and/or are required to obtain a business license to operate in the city.
- Employees of an employer that is subject to the Ordinance who work at least 80 hours within any 120-day period qualify. This includes domestic employees, day laborers, tipped workers, and home health care workers.

How Paid Sick  
Leave is  
Calculated:

- Paid sick leave begins to accrue either on the 1<sup>st</sup> calendar day after the start of employment or on July 1, 2017, whichever is later.
- For every 40 hours worked, an employee earns one hour of paid sick leave in full hour increments.
- Salaried employees who are exempt from overtime requirements shall accrue one hour of Paid Sick Leave for each week of employment.
- Paid sick leave hours are capped at 40 hours per 12-month period unless the employer sets a higher limit.
- At the end of a 12-month accrual period, employees must be allowed to carry over up to half of unused paid sick leave (a maximum of 20 hours) unless the employer sets a higher limit.
- If subject to Family and Medical Leave Act (FMLA), each employee must be allowed to carry over up to 40 hours of unused paid sick leave, in addition to half of all unused paid sick time, to use exclusively for FMLA-eligible purposes.

How Businesses  
Can Comply with  
the Ordinance:

- WHAT EMPLOYERS MUST DO:
- If employers already have a paid sick leave policy that meets the requirements of the Ordinance they are not required to provide additional paid leave.
  - If the policy awards all paid sick leave immediately upon date of eligibility instead of an accrual method, employees must be provided 40 hours of paid sick leave within one calendar year of their date of eligibility the first year and 60 hours for each subsequent year.
  - Employers must allow employees to begin taking paid sick leave no later than on the 180<sup>th</sup> calendar day after their start of employment.
  - Employers are required to post this Notice of Paid Sick Leave in their business facilities and to provide the notice to each employee on July 1, 2017, or with the employee's first paycheck after hire.
  - Employers must maintain records of paid sick leave accrued and make such records available to the Commissioner of the Department of Business Affairs and Consumer Protection (BACP) upon request.
  - Employers may not discriminate or take any adverse action against any employee in retaliation for exercising rights under this Ordinance.
  - Employers may be fined \$500-\$1,000 per offense for violations of the Ordinance, in addition to facing license suspension or revocation and ordered to pay restitution to employees.

WHAT EMPLOYERS MAY DO:

- Employers may set a reasonable minimum for requested time off not to exceed 4 hours per day.
- If the use of paid sick leave is reasonably foreseeable, employers may require up to seven days' notice before leave is taken. If the need is not reasonably foreseeable, an employer may require notification as soon as practicable on the day the leave is taken unless the employee is unable to give notice because of medical incapacitation.
- If an employee is absent for more than three consecutive work days, employers may require documentation for the use of paid sick leave. Employers cannot require that the documentation specify the nature of injury, illness or condition. Employers cannot deny paid sick leave or delay wages due to not yet receiving documentation.
- Employers may take disciplinary action, up to and including termination, against employees who use paid sick leave for purposes other than described in the Ordinance.

Employee Rights  
Under the  
Ordinance:

Employers cannot require employees to find replacement workers to cover their hours off in order to use their paid sick leave.

EMPLOYEES MAY USE PAID SICK LEAVE WHEN:

- They are ill or injured, or to receive medical care, treatment, diagnosis or preventative medical care;
- A family member is ill or injured, or to care for a family member receiving medical care, treatment, diagnosis or preventative medical care;
- They or a family member are victims of domestic violence or sex offense; or
- Their place of business is closed by order of a public official due to public health emergency, or they have a child who needs care because their school or place of care is closed due to a public health emergency.
- Employees who believe they have not received paid sick leave may call 311 to report a violation of the Ordinance to the City of Chicago.
- A complaint affidavit must be fully completed and returned to BACP to initiate an investigation.
- Employees are not required to provide, and the City will not request, information regarding the immigration status of any person filing a complaint.
- BACP does not act as the employee's private attorney. Any employee has the right to file a private civil action against the employer in circuit court if the employer violated the provisions of the Ordinance.



For complaints, call:

**311**



For additional information:

**WWW.CITYOFCHICAGO.ORG/BACP**