

KFORCE COVID19 REMOTE WORK POLICY

PURPOSE

The purpose of this policy is to establish temporary, emergency guidelines for Kforce consultants who request or are required to work remotely from an alternative location other than their usual assigned locations, typically our clients' worksites, due to the 2019 COVID19 (Coronavirus) Pandemic. This requirement may occur as either a Kforce-directed infection control precaution, based on a temporary closure of client worksites, or where otherwise advised or deemed appropriate based on current guidance from public health authorities. Kforce is implementing this policy in cooperation and coordination with our clients as an interim measure to ensure consultant safety and business continuity during a public health crisis, but it does not permanently alter normal Kforce policies, procedures, the obligations of Kforce or our consultants in our Professional Services Agreements, or existing remote work arrangements in any other respect. The policy introduces a set of criteria that Kforce, our clients, and our consultants can use to gauge whether working remotely is appropriate and supportable, given various elements of each consultant's role, the expected duration of the public health crisis necessitating the remote working arrangements, and other legitimate business needs.

In addition, this policy outlines the approval process, general expectations for individuals working remotely, and information regarding frequently asked questions that may arise. Kforce reserves the right to modify this policy at any time, and it is Kforce's intent that this policy will be rescinded once the public health crisis has concluded and/or Kforce and our clients are able to resume normal business operations.

DEFINITIONS

Temporary Remote Consultant means any consultant who is temporarily scheduled to work from a remote location other than the consultant's usual assigned location and/or the client worksite. *This policy does not apply to individuals who already have or are seeking a long-term remote work arrangement. Further, anyone seeking the ability to work remotely as a reasonable accommodation under the Americans with Disabilities Act of 1990, as amended ("ADA") or any equivalent state statute, please advise your Recruiter or your Human Resources Business Partner.*

POLICY REQUIREMENTS

Entering into a temporary remote working relationship is solely at the discretion of Kforce. Kforce supports and will cooperate with the business needs of our clients related to consultants working remotely. Working remotely is not a contractual right, entitlement, or benefit and does not change the terms and conditions of employment. Prior to approving or directing consultants to work remotely on a temporary basis, Kforce, in conjunction with affected clients, has concluded that:

- The nature of the work to be performed from a remote location is operationally feasible.
- The position has tasks which are portable and can be performed away from the main worksite.
- The overall quality and quantity of work performed in the Remote Location can be sustained by the consultant.

JOB QUALIFICATIONS

To be eligible for temporary remote work under this policy, the consultant's job should meet the following conditions:

Physical presence is not a job requirement in the short-term: "Live" collaboration required in job is limited; local physical presence is not an absolute necessity in the short term. If any essential functions of the position cannot be performed remotely, the job may not be qualified for a temporary remote work arrangement. Similarly, if in-person interaction with outside colleagues, client managers, or client customers is necessary, or if coordination of work cannot be accomplished effectively while working remotely on this temporary emergency basis, the job is similarly not suitable for temporary remote work.

Will not burden the team (or budget) unfairly: Temporary remote status is a change that a) is financially manageable in the context of the public health emergency and b) does not create unfair burdens for the rest of the staff.

Performance is measurable: Performance in the role in which the consultant is engaged is easily quantified and evaluated against specific targets, and the consultant can be supervised adequately while working remotely on a temporary basis.

Access to equipment, documents, and data will not be impeded: If the job requires the consultants to have immediate access to documents, equipment, data, or other information that, for technical, security, or other physical reasons is located and/or accessible only at the client worksite, the job may not be eligible for remote working, or may only be appropriate for remote working for a very short duration.

Ability to Protect Company data, trade secrets, and confidential information: The role the consultant holds must be one in which security measures can be implemented at reasonable cost to protect data.

In some emergency circumstances, Kforce, in conjunction with our client may, in their sole discretion, implement remote-work arrangements for jobs that do **not** meet these conditions.

OTHER BUSINESS CONSIDERATIONS

Even if a consultant or the consultant's job meets the requirements of this policy, other business considerations (e.g., legal considerations, compliance issues, tax implications, and the like) that may result in denial of the request.

APPROVAL PROCESS

For situations where temporary remote work is not directed by the client but instead is requested by the consultant, the approval process to work remotely under this policy is as follows:

- The consultant should detail for his/her Recruiter the context for request, expectations, communication and travel plans, and how the role is conducive to remote working on a temporary basis. Once the Recruiter receives this information, Kforce will work with the client where the consultant is assigned to consider the business impact, role suitability, and staff suitability when determining feasibility of the temporary remote working arrangement.
- If our client agrees to the request, Kforce will use its best efforts to work with the client to implement it.

For situations where temporary remote work is at the direction of the client or Kforce:

- Kforce will discuss the arrangement and this policy with the consultant to confirm remote work feasibility within these guidelines and that the proposed remote work location is suitable.
- Remote working arrangements will be approved by Client and Kforce. Upon receiving such approval, the provision in each consultant's Kforce Professional Services Agreement regarding written consent for remote work will be considered waived.

DISCONTINUATION OF REMOTE STATUS

Kforce reserves the right to terminate or modify the temporary remote work arrangement at any time in its discretion or at the direction of the client. Kforce expects that remote working arrangements under this policy will terminate upon the client's ability to resume normal operations after the public health emergency.

EMPLOYMENT IMPLICATIONS OF REMOTE ARRANGEMENT

The temporary remote consultant's duties, responsibilities, conditions of employment, rate of compensation, and benefits will be unaffected by the temporary remote work arrangement. Kforce's Commitment to Integrity and other policies and procedures are unaffected by any temporary change of work location.

WORKPLACE SAFETY

The temporary remote consultant agrees to maintain a safe work environment, to comply with applicable safety rules and standards, and to allow an authorized Kforce representative to inspect the home office as needed.

WORKERS' COMPENSATION

Workers' compensation coverage is an insurance benefit that is available to all consultants who are injured within the course and scope of their employment. Workers' compensation provides medical and indemnity benefits to the injured consultant, and coverages vary by state in accordance with each state's statutes. All consultants are required to report immediately any injuries sustained while working remotely.

TIMEKEEPING FOR NON-EXEMPT EMPLOYEES

All non-exempt employees approved for a temporary remote working arrangement under this policy must accurately and fully record and report all hours worked in accordance with the Kforce's normal timekeeping policies and expectations. Consultants will be paid for all hours worked in accordance with applicable federal and state laws. Consistent with Kforce policy, consultants are not authorized to work any overtime hours without the prior, express permission of their client manager and Kforce. Employees must also continue to take rest and meal breaks in accordance with applicable law and existing Kforce policies. All overtime will be paid; however, consultants who fail to accurately record hours worked or fail to obtain prior, express permission from their client manager and Kforce may be subject to disciplinary procedures, including but not limited to termination of employment.

REIMBURSABLE AND NON-REIMBURSABLE EXPENSES

Subject to applicable law, Kforce will reimburse employees for all reasonable and necessary expenditures incurred by the employee in direct consequence of the discharge of their duties. In general, the reimbursement status of employees' expenses will be determined by Kforce's Consultant Expense Policy unless the expense is specifically addressed below. Additionally, Kforce reserves the right to use a preferred provider for any services or equipment that is provided as part of the temporary remote working arrangement.

Home office maintenance:

- For employees in most states, reasonable costs for any additional monthly internet and telephone services in addition to what is already purchased by the consultant for personal use that is necessary to perform the remote work for the duration of the temporary remote work period will be reimbursed. For example, if the consultant already maintains internet and phone service suitable and sufficient for adequately performing the remote work, the consultant should not incur any additional internet or phone expenses. However, if after consultation with Kforce and the client, additional services, minutes, or bandwidth is necessary to perform the remote work, then such additional costs will be reimbursed by Kforce. For consultants in California, Illinois, and any other locations with state or local reimbursement requirements, Kforce will comply with those requirements. Consultants will **not** be reimbursed for equipment or services that they purchase on their own without prior approval, unless otherwise required by law (such as California where employees will be reimbursed but may be disciplined for failure to follow Kforce policy). In locations without state or local requirements for equipment or services purchased without prior approval, should expenses for such equipment or services be submitted as a reimbursable expense and inadvertently paid by Kforce, the consultant will be required to reimburse Kforce, subject to any requirements of state or local law.

Unless otherwise required by applicable law, Kforce will not reimburse costs incurred for the following items:

- Office furniture (e.g., desk, chair), personal/home computers, hardware, and other accessories not necessary for discharge of the consultant's job duties during this temporary remote working arrangement.

Kforce must pre-approve all reimbursable expenses under this policy. In addition, unless otherwise excused under applicable state or local law, all expenses for temporary remote office maintenance should be documented with receipts, regardless of amount. Reimbursement forms with receipts or other substantiating documentation should be submitted in accordance with the Consultant Expense Policy.

Reimbursements under this policy are intended to comply with Internal Revenue Code Section 409A and all provisions of this Policy shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. Kforce will not be liable for any taxes or penalties on any reimbursements.

Any consultant who abuses this policy by submitting fraudulent expenses, or otherwise, will be subject to disciplinary action up to and including termination of employment.

DATA PROTECTION/PRIVACY

Each consultant remains obligated to comply with Kforce's Acceptable Use Policy, as well as the policies of the client where the consultant is assigned to work. Consistent with these obligations, consultants must only use equipment that has been encrypted and meets all of Kforce's and the client's security requirements while working remotely or equipment that meets Kforce and client-mandated security standards, as applicable. Consultants agree to provide a secure location for Kforce or client-owned equipment and will not use, or allow others to use, such equipment for purposes other than Kforce or client business. Consultants are responsible for safeguarding all forms of Kforce and client information while working remotely. Such information includes, but is not limited to: correspondence (including email, instant messages, short messaging service, multimedia messaging service, facsimiles, or other forms of electronic communication), documents, photographs, audio/visual recordings, voicemail, and any other proprietary, confidential, or business-sensitive information belonging to Kforce, our clients, or information provided by third parties subject to an agreement of confidentiality (collectively, "Company-Protected Information" or "CPI"). To protect CPI, consultants are required to abide by the following precautions:

- Consultants **may not** allow others access to any Kforce or client information, including CPI.
- Consultants **must** implement a strong password and may not provide their password to anyone other than authorized Kforce or client personnel for legitimate business purposes.
- CPI **may not** be stored in any cloud-based storage service except as pre-approved by the client and if not prohibited by any applicable terms of engagement or guidelines required by a customer or any third-party that has shared the information with the client subject to an obligation of confidentiality.
- Consultants **must** immediately notify the client where they are assigned of any potential security risk to CPI or if any of their equipment used while working remotely is lost, stolen, or otherwise compromised.
- The use of camera-enabled devices to capture images is prohibited, except as supported by a legitimate business reason or with prior written approval of the consultant's manager.
- Consultants **may not** record conversations, phone calls, images, company meetings, or conversations with coworkers, managers or third parties with any recording device without consent of all parties who may be located in a two-party consent jurisdiction at the time of such recording, pursuant to prior approval from the Company, or otherwise permitted by law, including as to the extent protected under Section 7 of the National Labor Relations Act.

Each Kforce client is responsible for maintaining, repairing, and replacing the equipment they own or lease and issue to temporary remote consultants. In the event of equipment malfunction, the consultant must notify his/her manager immediately. If repairs will take some time, Kforce or the client will find alternative means to continue the temporary remote consultant's work including, but not limited to, asking the temporary remote consultant to report to the client worksite until the equipment is usable.

All equipment, records, and materials provided by the client shall remain the client's property. Consultants remain obligated to return the client's equipment, records, and materials upon request. All client equipment will be returned by the consultant for inspection, repair, and/or replacement as needed or requested or upon termination of the temporary remote work arrangement or of a consultant's employment. All equipment shall be returned within 2 business days of Kforce providing consultant with instructions regarding return and pre-paid shipping materials.

All data sent, received, or stored on client equipment or any other equipment utilized by consultants in the provision of services is the property of the client. Consultants have no expectation of privacy in connection with any data or information they send, receive, or store using the client's equipment. Consultants who enter into a temporary remote work arrangement under this policy acknowledge and consent to the monitoring of the such equipment, including, but not limited to, intercepting, copying, printing, deleting or reading data and communications entering, leaving or stored on the equipment.

TAX IMPLICATIONS

It is the consultant's responsibility to determine any tax or insurance implications of working remotely. Neither Kforce nor our clients will provide tax guidance or assume related tax liabilities. Further, consultants understand that they are responsible for compliance with applicable zoning restrictions and for obtaining any zoning or business licenses or permits that may be required. Unless approved by the Kforce's Human Resources Department, consultants may only work remotely from an alternative location within the same state as the client worksite.

ADDITIONAL RESOURCES/ CONTACTS:

Please contact your Recruiter or a Human Resources Business Partner with additional questions.

Consultant Signature: _____ Date: _____

Kforce Signature: _____ Date: _____

Note: where obtaining signatures is not feasible, Kforce and the consultant may acknowledge this Policy via email.