



An Initiative of the
American Staffing Association
and National Safety Council

Program Guide

1. Introduction
2. Overview of ASA and NSC
3. Program Purpose
4. Program Eligibility
5. Indemnity Agreement
6. Program Elements
 - a. Scope and Criteria for Assessment
 - b. Training Resources and Tools
 - c. Assessment and Safety Consultation, Scoring, and Analysis
 - d. Report, Analysis and Recommended Actions
 - e. Use of Program Mark
 - f. Public Recognition of Achievement of Safety Standard of Excellence Mark
7. Program Enrollment
8. Program Fees
9. Renewal Requirements and Process
10. Complaint and Review Process
11. Program Revocation
12. Continuing Education for ASA Certification Programs
13. Questions Regarding the Safety Standard of Excellence Program

1. Introduction

This guide provides a thorough overview of program components and processes for companies considering enrollment in the Safety Standard of Excellence program. Prior to submitting the online application, firms must review and agree to the policies within this document.

2. Overview of ASA and NSC

The American Staffing Association is the voice of the U.S. staffing, recruiting, and workforce solutions industry. ASA and its regional councils and affiliated chapters advance the interests of the industry across all sectors through advocacy, research, education, and the promotion of high standards of legal, ethical, and professional practices.

The nation's leading safety advocate for more than 100 years, the National Safety Council is a nonprofit organization, with the mission to save lives by preventing injuries and deaths at work, in homes and communities, and on the road through leadership, research, education and advocacy. Working to make the world measurably safer, NSC advances this mission by engaging businesses, government agencies, elected officials and the public to help prevent unintentional injuries. The National Safety Council has more than 50,000 member locations representing a wide variety of industries and company sizes. The Campbell Institute—the global center of excellence for environmental, health, and safety management—is composed of 30 top-performing member organizations that collaborate to share research and best practices widely across industries.

3. Program Purpose

The Safety Standard of Excellence program (the “Program”) is designed to encourage staffing firms to adopt workplace safety best practices and standards, as well as to foster and measure continuous safety improvement. The Program's purpose is to help reduce the rate and severity of staffing firm temporary employees' workplace injuries; help control staffing firms' workers compensation costs; and enhance the image of the industry with respect to job seekers, staffing clients, the government, and media. To that end, the following rules, overview, and procedures shall govern the program.

4. Program Eligibility

To be eligible to participate in the Program, the applicant must complete a Program application, in which the applicant must provide complete and accurate responses to the requested information and attest that the applicant meets the following criteria

1. The applicant must be a staffing firm that is open for business and actively placing employees on temporary assignments
2. The applicant must agree to uphold the ASA Code of Ethics and Good Practices (See Appendix A)
3. The applicant must agree to a release and indemnity agreement, which shall be set forth in the application (See section 5)

5. Release and Indemnity

By registering for and participating in this Program, on behalf of your company, you represent and warrant that you are authorized to enter into this Release and Indemnity on behalf of your company, and that the agreements set forth herein shall be binding upon your company, its directors, officers, employees, agents, and its successors and assigns. You hereby agree that your company will indemnify, release, save, and hold harmless ASA, NSC, and their respective subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, volunteers, members, attorneys, heirs, successors, and

assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may be related to or arise out of: (i) any act or omission by ASA, NSC, you, or your company, or any of their respective officers, directors, employees, contractors, volunteers, or agents pertaining to, arising out of, or in connection with, the Program; (ii) the Program; any use of or reliance upon the Program materials; or other information, materials, products, or services provided by ASA or NSC; and/or (iii) ASA's, NSC's, your, or your company's violation of any applicable law, regulation, ordinance, or binding legal authority.

On behalf of your company, you further release, discharge, and hold harmless, individually and collectively, ASA, NSC, and their respective subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, volunteers, members, attorneys, heirs, successors, and assigns, and each of them, from any and all liabilities that may arise, directly or indirectly, now or in the future, by reason of or in connection with any decision, action or omission relating to this application, the failure to grant the use of the Safety Standard of Excellence mark (the "Mark"), the revocation of the Mark, or the standards for granting the Mark.

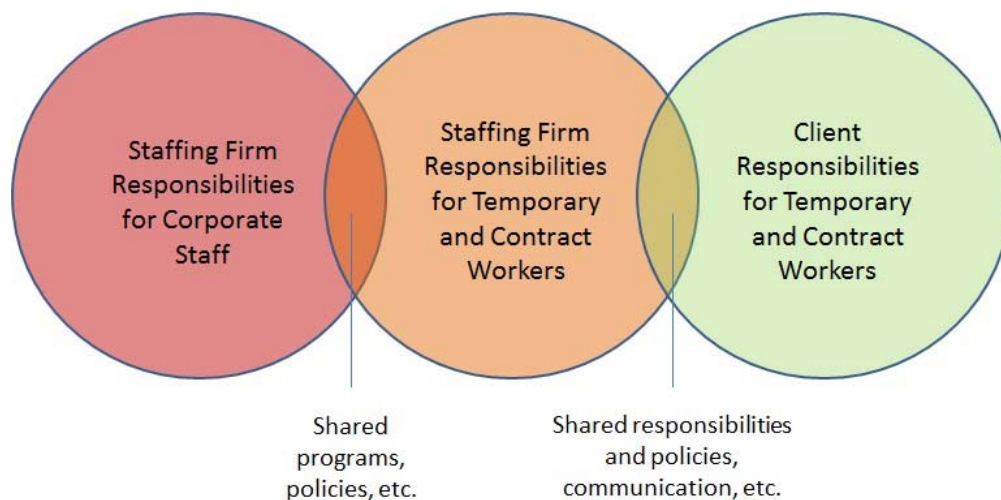
On behalf of your company, you understand and agree that, should the company be granted the right to use the Mark under the Program, neither ASA nor NSC, individually or collectively, makes any representations, warranties or guarantees as to, and has and assumes no responsibility for the proper performance of staffing services by the company. You further understand and agree that neither ASA, NSC, nor the Mark itself, guarantees or warrants anything beyond the company's ability to meet the particular standards and criteria under the Program. You understand and agree that neither ASA nor NSC makes any claims, warranties, guarantees, or promises regarding the performance of any Mark awardee, and your company agrees not to misrepresent the use of the Mark and its meaning. On behalf of your company, you further understand and agree that, following award of the Mark, if the company falls out of compliance with any of the Program's standards, the company must immediately notify ASA and NSC. Upon ASA and NSC's receipt of such notice, the company will be given a limited amount of time (to be specified by ASA and NSC) to correct the source of the company's noncompliance and remain in good standing. Failure to notify ASA and NSC under such circumstances, or to correct the problem within the allotted amount of time, could result in suspension or revocation of the use of the Mark.

6. Program Elements

a. Scope and Criteria for Assessment

The scope of the Program is depicted in the graphic that follows. The best practices contained within the Program refer to

- Staffing Firm responsibilities for temporary and contract workers placed on assignment at client locations
- Staffing Firms' ability to evaluate, communicate with, and influence clients with respect to temporary and contract worker safety



Criteria for Assessment (“Safety Standard of Excellence”)

1. Staffing Firm Responsibilities for Worker Selection
2. Staffing Firm Responsibilities for Worker Training and Orientation
3. Staffing Firm Verification of Client Responsibilities for Worker Training and Orientation
4. Staffing Firm Evaluation of Client Safety Culture, Safety Performance, Work Site, and Job
5. Staffing Firm Responsibilities for Incident Management
6. Staffing Firm Verification of Client Responsibilities for Incident Management
7. Contracts
8. Nurse Staffing Firms (Sector-Specific)

b. Training Resources and Tools – Secure Portal Program Content

Upon registering for the Program, participants will have access to a secure program portal that contains resources and tools to assist in preparing for on-site consultation and assessment, as well as best practice resources for ongoing improvement.

c. Assessment and Safety Consultation, Scoring, and Analysis

Assessments will be scheduled by calling the toll-free number or through working with an assigned NSC consultant (each, a “Consultant”) during an intake call. The applicant will be provided with the name(s) of the Consultant(s) assigned to conduct the applicant’s assessment(s), and the applicant will have the opportunity to object to the assigned Consultant(s) based on potential or perceived conflicts of interest. In the event that the applicant identifies a conflict, a new Consultant will be assigned to conduct the assessment. Once the assessments are scheduled, the applicant will receive a copy of “Prepare for Your Visit,” which will contain a list of materials the Consultant will need to view, have access to, or observe first-hand, or people the consultant may want to interview while at the company’s office or location.

The consultant will be reviewing and assigning values for each criterion within the eight sections outlined in the program guide.

The Consultant will assess the criteria using the following values on a 1–3 scale:

1 = little or no evidence exists that this is in place; adhered to sporadically; few best practices as listed are being followed	2 = there is some evidence this is in place; adhered to somewhat consistently; several best practices as listed are being followed	3 = there is strong evidence that this is in place; practiced consistently; most best practices as listed are being followed
--	--	--

A score will be generated for each of the sections using an average of all its criteria values (the “Section Scores”). There are seven or eight Section Scores depending on whether the firm has nurse staffing functions. An “Office Score” will be generated using an average of all Section Scores for that office. If this is the only on-site visit, this Office Score will determine whether a staffing firm or brand will earn use of the Program Mark (the “Staffing Firm Score”). In the case of on-site visits to multiple offices of an applicant staffing firm, an average of all Office Scores within the same brand will determine the Staffing Firm Score.

Applicants with Staffing Firm Scores at or above a 2.3 will earn the use of the Mark. Those firms that do not score at or above a 2.3 may elect to undergo additional consulting, action planning, or training to ensure recommendations are implemented, after which they can be reassessed. A fee will be charged for additional assessments (see fee schedule).

d. Report, Analysis, and Recommended Actions

Each assessment conducted will result in a report containing detailed information on what criteria the applicable staffing firm office scored well on and what improvement opportunities exist. Reports will contain recommended actions. If the staffing firm does not obtain a Staffing Firm Score of 2.3 or higher on the initial assessment, and chooses to implement the recommended actions, it can opt to have a reassessment completed. An additional fee will be charged for the second assessment and reports.

e. Use of Program Mark

1. In order to use the Safety Standard of Excellence Mark, staffing firms or brand must successfully achieve a Staffing Firm Score of 2.3 or higher.
2. The Mark may be used for a period of two years from date of issuance, subject to renewal.
3. The staffing firm must comply with all rules of use provided by ASA and NSC for use of the Mark, and failure to comply with these rules may result in revocation of the Mark.
4. The SM symbol should be used with the Mark. Always associate the Mark with the staffing firm or brand granted use of the Mark.
5. A firm or brand may, in its advertising and elsewhere, refer to the fact that the firm or brand has earned the Safety Standard of Excellence Mark, provided that the firm or brand does not state or imply that it is certified, accredited, or otherwise endorsed by either ASA or NSC.
6. Permission to use the Mark is limited and personal to the staffing firm or brand that earned the Mark and may not be transferred, assigned, or otherwise used by any other organization, business, or entity without the prior written approval of ASA or NSC.

f. Public Recognition of Achievement of Safety Standard of Excellence

Firms that have earned use of the Mark may receive public recognition of their accomplishment in industry publications and other public media. By participating in the Program, the applicant expressly authorizes ASA and NSC to publicize the applicant’s company or brand name, and the fact that the staffing firm or brand has earned the use of the Mark, through print, electronic, and other media for recognition purposes, and the applicant hereby agrees to grant ASA and NSC a limited, nonexclusive, royalty-free license to use the applicant’s name, logo, and trademarks for such purposes.

7. Program Enrollment

Applicants may enroll in the Program through the ASA website at *americanstaffing.net/safety*.

8. Program Fees

Initial Application Fee

Upon registering, each company or brand will pay an online application fee:

Company Is a Member of Both ASA and NSC	Company Is an ASA Member	Company Is Not an ASA or NSC Member
\$895	\$995	\$1,750

The application fee does not include assessment(s).

Initial Assessment Fees

In the event a firm has multiple divisions that operate under the same management, and use the same policies and procedures, the company will register based on the number of offices, including the offices within their separate divisions. The number of assessments and price will be calculated based on the total number of offices, including the corporate office. If the company has e-filing in place for easy access to all office files; this will be taken into consideration within the pricing structure. In the event a firm has multiple brands or franchises that are under separate management, each brand or franchise would register and apply under that name.

Once registered, you will schedule a welcome call, where you will review your corporate size and structure with a consultant. The assessment process and pricing will be discussed in full during this initial call. The full program cost is dependent on company structure, size and file management practices. Following, the staffing firm will receive a Safety Standard of Excellence proposal with documentation to sign, stating their agreement to the quoted assessment fees and payment schedule.

Assessment fees for ASA members range from \$4,295 to \$23,000 depending on structure and size. The application fee is paid online; other fees will be invoiced following each assessment.

To help with budgeting, the cost of assessments will be invoiced following each assessment. Depending upon your firm’s safety program readiness, assessments would likely start 2-5 months after initial application. Assessments can be spread out over some time; the exact timetable is up to you. Once the program Mark is earned, then you would want to earmark the renewal and reassessment fees for your budget occurring two years from then.

Once enrolled, you will have unlimited access to the website materials, and you would create your own timeline in terms of planning, preparing and scheduling the assessments.

If a passing grade is earned, the company that registered will earn the mark, which will have the Safety Standard of Excellence logo personalized with their company name. If the division has also been assessed a separate logo for the division can be processed for an additional fee.

Those firms that do not score at or above a 2.3 may elect to undergo additional consulting, action planning, or training to ensure recommendations are implemented, after which they can be reassessed. A fee will be charged for additional assessments.

9. Renewal Application Fee

The renewal application fee is as follows:

Company Is a Member of Both ASA and NSC	Company Is an ASA Member	Company Is Not an ASA or NSC Member
\$695	\$795	\$1,590

The renewal fee does not include assessment(s). Renewal assessments are required to renew use of the mark every two years. Payment of the renewal application fee does not guarantee continued use of the Mark. Renewal assessment fees will be determined based on corporate size and structure and range from \$3,470 to \$16,845.

Renewal Assessment Fee

Renewal assessments are required to renew use of the mark every two years. Upon renewal application fee payment, in the case of firms with one or multiple offices, NSC will assess the staffing firm's headquarters office plus additional branch offices selected randomly according to a sliding scale, not to exceed 6 offices. Branch offices selected for the renewal assessment(s) may be different from those offices evaluated for the initial assessment.

Renewal assessment fees will be determined based on corporate size and structure and range from \$3,470 to \$16,845.

Renewal Requirements and Process

To continue using the Mark, staffing firms must renew their commitment to, and demonstration of, safety standards every two years on either Jan. 1 or July 1. It is expected that staffing firms earning use of the Mark will show improvement in subsequent assessments, even when different branch offices are selected for the renewal assessment. This demonstrates the commitment to not only following best practices, but continuing to improve in areas where they can.

Firms that first earn the Mark with a score of greater than 2.3 but less than 2.7 will be expected for their renewal assessment average scores to show improvements above their previous score (any improvement) to renew use of the Mark for a second 2-year period. Firms that first earn the Mark with a score of greater than 2.7 will need to maintain a score in that range (2.7-3.0) to renew use of the Mark. In the event a firm does not meet the renewal guidelines above, the firm will have the option to have reassessment(s) performed (renewal assessment fees will apply) within a period of 3 months, during which time they will continue to have rights to use the Mark. In the case of renewals involving multiple branch offices, the staffing firm will have the option of "throwing out" the lowest-scoring branch office's score and replacing its score with the score of another not-previously-assessed branch office of the *consultant's* choosing. If a second reassessment has not been performed

within that 3-month timeframe, or if the scores still are not found to show improvement, the staffing firm will need to wait 1 year before applying for renewal again (based on the date of the most recent renewal application).

Renewal deadlines are based on dates on which the program Mark is first earned. These dates are blocked into six-month periods. The chart below details when a Mark is first earned and when the renewal of the Mark must be achieved, meaning the date by which all renewal assessments must be completed. A safe rule of thumb would be to begin the renewal process at least six months from the date in the right-hand column to allow sufficient time for scheduling and completion of all on-site visits before the deadline.

Date the SSE Mark Is Earned	Date by Which Renewal of SSE Mark Must Be Achieved (All Renewal Assessments Completed)
Jan. 1, 2019–June 30, 2019	July 1, 2021
July 1, 2019–Dec. 31, 2019	Jan. 1, 2022
Jan. 1, 2020–June 30, 2020	July 1, 2022
July 1, 2020–Dec. 31, 2020	Jan. 1, 2023
Jan. 1, 2021–June 30, 2021	July 1, 2023
July 1, 2021–Dec. 31, 2021	Jan. 1, 2024
Jan. 1, 2022–June 30, 2022	July 1, 2024
July 1, 2022–Dec. 31, 2022	Jan. 1, 2025
Jan. 1, 2023–June 30, 2023	July 1, 2025
July 1, 2023–Dec. 31, 2023	Jan. 1, 2026

10. Complaint and Review Process

The following procedures (the “Procedures”) shall provide due process to staffing firms alleged to have engaged in conduct that constitutes grounds for revocation of use of the Mark. Actions taken pursuant to these procedures do not constitute enforcement of the law. Individuals or entities bringing complaints are not entitled to any relief or damages by virtue of this process, although they shall receive notice of any actions taken in response to such complaints.

1. A complainant shall file a written complaint with ASA, via email to sse@americanstaffing.net that specifies in detail
 - The identity of the complainant
 - The identity of the staffing firm that is the subject of the complaint
 - A description of the alleged relevant conduct or grounds for the complaint
 - A request that an investigation be conducted

2. Upon receipt of the complaint, ASA shall
 - Send a copy of the complaint to NSC and the staffing firm that is the subject of the complaint, along with a request that written response to the complaint be provided to ASA within 10 business days
 - Evaluate the complaint and any written response thereto
 - Determine whether the complaint merits a hearing or if it does not and should be dismissed. If the complaint is dismissed, the parties shall be so notified

3. In the event of a hearing: a Hearing Panel shall be selected by the ASA general counsel.
- The Hearing Panel shall be comprised of at least three, and not more than five, impartial individuals from ASA and/or NSC member firms without a conflict of interest. One Panel member shall be designated as Chair who will preside at the hearing.
 - The Hearing shall select and notify all parties of the date and time of the hearing, which may take place in person or telephonically.
 - The procedures for the hearing shall be
 - The complainant may make an opening statement (limited to five minutes, or such other time period as is established by NSC or ASA, in their reasonable discretion),
 - The subject of the complaint may make an opening statement (limited to 5 minutes, or such other time period as is established by NSC or ASA, in their reasonable discretion),
 - The complainant may submit any documents or witnesses to support its case (limited to 15 minutes); any witnesses presented can be cross-examined by the opposing party and questioned by the Hearing Panel, or such other time period as is established by NSC or ASA, in their reasonable discretion).
 - The subject of the complaint may present any documents or witnesses to support its case (limited to 15 minutes, or such other time period as is established by NSC or ASA, in their reasonable discretion); any witness may be cross examined by the complainant and questioned by the Hearing Panel members.
 - The complainant may make a closing statement (limited to five minutes, or such other time period as is established by NSC or ASA, in their reasonable discretion).
 - The subject of the complaint may make a closing statement (limited to five minutes, or such other time period as is established by NSC or ASA, in their reasonable discretion).
 - The Hearing Panel will render its decision within 10 business days and notify the parties. Such decision shall be final and not subject to appeal.
 - The Hearing Panel may, at its sole discretion
 - Dismiss the complaint without sanction
 - Issue a warning or require some type of corrective action
 - Suspend use of the Safety Standard of Excellence Mark for a period of time
 - Revoke use of the Safety Standard of Excellence Mark
 - Take other action as it deems appropriate

11. Revocation

Permission to use the Mark is subject to revocation for cause, which revocation shall be carried out pursuant to the procedures set forth herein. Grounds for revocation may include, but are not limited to

- Failing to meet or maintain the Program eligibility requirements; failing to pay application, safety assessment consultation and renewal fees when due
- Allowing the use of the staffing firm's earned Mark by any other entity without the prior written approval of ASA or NSC
- Knowingly giving incomplete or inaccurate information to ASA or NSC, or their respective representatives, or purposefully withholding relevant information during the initial Program application and assessment, or any renewal thereof, as well as in response to any requests for information from ASA or NSC

- Intentionally and knowingly making false or misleading representations about the Program, or the firm's participation therein, to third parties
- Being found by a court of law, regardless of the nature of the adjudication, to have willfully defrauded or conspired to defraud any insurance company or insurer
- Failing to cover all temporary and contract employees with workers' compensation insurance, where required by law, or failing to provide coverage by an authorized insurer where required by law;
- Failing to notify ASA and NSC program administrators within five days of
 - A temporary worker fatality
 - Serious injury of a placed worker involving hospitalization, amputation, or loss of an eye
 - Receipt of an OSHA violation
 - Other significant safety event or violation that could cause reputational damage to ASA or NSC through continued use of the Program Mark following such event
- Exhibiting negligence or willful misconduct in the staffing firm's performance of services, or other unethical or unprofessional conduct based upon demonstrable or serious violations of applicable Program rules, as determined in the reasonable discretion of ASA or NSC
- Conviction of staffing firm or any key employees thereof of a felony or other similar crime under federal or state law in a matter related to the conduct of business in the staffing industry

12. Continuing Education for ASA Certification Programs

Individual staffing firm employees who review resources that are part of the Program might be eligible for passive continuing education credit for purposes of ASA certification programs (Certified Staffing Professional[®], Technical Services CertifiedSM, Certified Search Consultant[®], or Certified Health Care Staffing Professional[®]).

Passive learning involves programs in which learners have no real-time interaction with the instructor or other students. Examples include on-demand recordings found in the Safety Standard of Excellence online resource library, recordings of prior educational programs offered by ASA, such as Staffing World[®] workshops and ASA webinars, and NSC-recorded content and web-based training that students complete at their own pace (e.g., courses delivered via a learning management system). See ASA certification program rules or visit the continuing education section of *americanstaffing.net*.

13. Questions Regarding the Safety Standard of Excellence Program

All questions regarding the Safety Standard of Excellence Program should be directed to sse@americanstaffing.net. Inquiries and comments should be directed to both Emily Lawson and Amy Harper.

Emily Lawson
Director, Education and
Certification
American Staffing Association
277 South Washington St Ste 200
Alexandria, VA 22314
703-253-2020
elawson@americanstaffing.net

Amy Harper
Director for Workplace Safety Initiatives
National Safety Council
1121 Spring Lake Dr.
Itasca, IL 60143
630-254-3798
amy.harper@nsc.org

Appendix A

ASA Code of Ethics and Good Practices

As a condition of membership in the American Staffing Association, each member pledges its support of, and adherence to, the principles and practices set forth below. ASA members acknowledge that such compliance is in the best interests of the staffing services industry, its clients, and its employees. ASA members agree to always strive:

- To comply with all laws and regulations applicable to their business, and to maintain high standards of ethical conduct in the operation of that business and in their dealings with employees, clients, and competitors.
- To treat all applicants and employees with dignity and respect, and to provide equal employment opportunities, based on bona fide job qualifications, without regard to race, color, religion, national origin, sex, age, disability, or any basis prohibited by applicable law.
- To maintain high standards of integrity in all advertising and to assign the best qualified employees to fill clients' needs.
- To determine the experience and qualifications of applicants and employees as the staffing firm deems appropriate to the circumstances, or as may be required by law.
- To explain to employees prior to assignment their wage rate, applicable benefits, hours of work, and other assignment conditions—and to promptly pay any wages and benefits due in accordance with the terms of their employment and applicable legal requirements.
- To encourage employee efforts to upgrade their skills.
- To satisfy all applicable employer obligations, including payment of the employer's share of Social Security, state and federal unemployment insurance taxes, and workers' compensation—and to explain to employees that the staffing firm is responsible for such obligations.
- To ascertain that employees are assigned to work sites that are safe, that they understand the nature of the work the client has called for and can perform such work without injury to themselves or others, and that they receive any personal safety training and equipment that may be required.
- To take prompt action to address employee questions, concerns, or complaints regarding unsafe work conditions, discrimination, or any other matter involving the terms and conditions of their employment.
- To confirm their temporary employees' periods of service upon request by a subsequent employer and with the consent of the employee.
- To observe the following guidelines to ensure an orderly transition when taking over an account being serviced by another staffing firm:
 - The outgoing firm and its employees should, whenever feasible, be given reasonable prior notice that the account is being transferred.
 - Assigned employees of the outgoing firm should, whenever feasible, be allowed to continue working on the payroll of the outgoing firm for some reasonable transition period; thereafter, they should be given the choice of accepting an assignment with another client of the outgoing firm if one is available, or applying to stay on their current assignment with the new staffing firm.
- These guidelines are subject to enforceable contracts between staffing firms and their clients, employees, and other parties, and are not intended to prohibit or discourage any other provisions or arrangements, agreeable to the parties, that achieve an orderly transfer of accounts. ASA members are encouraged, whenever feasible, to specifically address the terms and conditions relating to the transfer of accounts in written agreements with their clients.

Recognizing that staffing firms that provide construction and other types of day labor services make an important and unique contribution to the communities they serve by providing employment for those who need temporary work, and further recognizing that their employees and prospective employees deserve to be treated with respect, fairness, and dignity, the American Staffing Association has established this Code of Ethics and Good Practices applicable to day labor services.

For the purposes of this code, “day labor” means work that is occasional or irregular, and where the individuals seeking work report voluntarily to a central location and are assigned to client job sites as work becomes available. Individuals generally are assigned to work, and are paid, on a daily basis.

As a condition of membership, each firm providing day labor services pledges its support of and adherence to this code and to the general code of ethics and good practices applicable to all ASA members. Each member providing such services agrees to always strive

- To comply with all laws and regulations applicable to its business, and to maintain high standards of ethical conduct in the operation of that business and in its dealings with employees, clients, and competitors.
- To treat all applicants and employees with dignity and respect, and to provide equal employment opportunities, based on bona fide job qualifications, without regard to race, color, religion, national origin, sex, age, disability, or any basis prohibited by applicable law.
- To maintain high standards of integrity in all advertising and to assign qualified employees to fill clients’ needs.
- To determine the experience and qualifications of applicants and employees as the staffing firm deems appropriate to the circumstances, or as may be required by law.
- To explain to employees prior to assignment their wage rate, applicable benefits, hours of work, and other assignment conditions—and to promptly pay any wages and benefits due in accordance with the terms of their employment and applicable legal requirements.
- To ascertain that employees are assigned to work sites that are safe, that they understand the nature of the work the client has called for and can perform such work without injury to themselves or others, and that they receive any personal safety training and equipment that may be required.
- To take prompt action to address employee questions, concerns, or complaints regarding unsafe work conditions, discrimination, or any other matter involving the terms and conditions of their employment.
- With respect to the procedures to be followed in dispatching:
 - To promptly advise individuals remaining in the dispatching office when it appears likely that no further client orders will be received.
 - To pay employees a prestated minimum amount if they report punctually to a designated client ready and able for work, and the client does not utilize their services.
- To keep the dispatching office and the immediate surroundings clean and well-lighted and to provide adequate restroom facilities for workers waiting to be dispatched.
- To pay wages only by negotiable check or in cash or cash equivalents, and to give employees an itemized statement of gross earnings, advances, deductions, and net earnings for each pay period.

- To pay wages at the staffing firm office or by mail to the employee's mailing address. Other arrangements may be made at the request of the employee.
- To advise workers that they are not required to use staffing firm-supplied transportation, if any, to the client job site.
- To confirm their temporary employees' periods of service upon request by a subsequent employer and with the consent of the employee.

As a condition of membership in the American Staffing Association, each member pledges its support of, and adherence to, the principles and practices set forth below. ASA members agree to always strive to

- Comply with all laws and regulations applicable to their business, and to maintain high standards of ethical conduct in the operation of that business and in their dealings with employees, job candidates, clients, and competitors.
- Treat all candidates, clients, and employees with dignity, honesty, candor, and respect, and provide equal employment opportunities, based on bona fide job qualifications, without regard to race, color, religion, national origin, sex, age, disability, or any basis prohibited by applicable law.
- Maintain high standards of integrity in all advertising, recruitment, and placement efforts and activities.
- Determine the experience and qualifications of candidates as appropriate to the circumstances or as required by law and honestly communicate such experience and qualifications to clients.
- Inform candidates and clients of all information relevant to the hiring process, including whether to extend and accept an offer of employment.
- Give proper consideration of the following prevalent issues:
 - Candidate Confidentiality: the extent to which candidate information shall remain confidential and the circumstances under which candidate information may be shared with clients.
 - Client Confidentiality: maintaining confidentiality regarding clients' staffing needs, internal operations, business plans, and other client information.
 - Placed Candidate Solicitation: whether and when it may be acceptable to solicit for employment opportunities for candidates previously placed by the search and placement firm with a client(s).
 - Client Employee Solicitation: whether and when it may be acceptable to solicit clients' employees for employment opportunities.
 - Define Services: so that there is no misunderstanding between the parties, informing clients clearly and conspicuously, through contracts or otherwise, regarding the specific services to be rendered by the search and placement firm, e.g., candidate screening methods, the extent to which reference and background checks will be conducted, etc.
- When engaging in cooperative or split-fee arrangements with other search and placement firms, communicate honestly and discuss and agree upon, through contracts or otherwise, all conditions that shall govern the parties' relationship, including but not limited to

Safety Standard of Excellence Program Guide

- Fee amounts, entitlement, collection, and disbursement
- Confidentiality
- Client and candidate solicitation
- Client guarantees and refunds, if any, and their effect on the search and placement firms' respective fees

These guidelines are subject to enforceable contracts between search and placement firms and their clients, candidates, and other parties, and are not intended to prohibit or discourage any other provisions or arrangements. ASA members are encouraged, whenever feasible, to specifically address the terms and conditions relating to the placement of candidates in written agreements with their clients.