



**EMPLOYMENT AGREEMENT
Policy and Procedure**

Applicant Name (hereinafter "Employee")		
Address	State	Zip Code
Phone	E-Mail Address	

In consideration of employment with Promed Agency (hereinafter "Agency") or acceptance of Assignments with Agency's clients (hereinafter "Client"), Employee agrees to the terms and conditions set forth in this Agreement.

Employee and Agency have executed this Agreement this ____ day of _____, 20____.

1 EMPLOYMENT RELATIONSHIP:

- (a) The employment relationship between Employee and Agency is terminable at will, with or without cause.
- (b) Agency does not guarantee Employee a specific number of Assignments or a fixed duration of any particular Assignment.
- (c) Employee is employed by Agency, and is not an employee of Client.
- (d) Employee shall comply with the rules, policies, and procedures established by Agency.

2 ASSIGNMENTS:

- (a) Assignment refers to the duties and responsibilities, including start and end date of employment as set forth by Agency and Client.
- (b) Employee is expected to complete his or her Assignment with Client, except as follows:
 - (i) Assignment is incomplete due to extenuating circumstances;
 - (ii) Assignment is terminated at the request of Agency or Client; or
 - (iii) Assignment is terminated due to a determination made by Agency or Client that Employee is not suited for the Assignment.
- (c) Agency utilizes an abundance of resources in order to procure assignments for Employee, so Employee's compliance with this provision is imperative. Employee shall confirm, by phone or in person, with Agency his or her Assignment at least two (2) hours before start time of Assignment to enable Agency, in the event Employee is unable to work an Assignment, to procure a replacement and to professionally manage, maintain, and preserve the Assignment and the relationship between Agency and Client.
- (d) Employee is expected to be on time to his or her Assignment. If Employee is unable to report on time due to an emergency, Employee shall promptly notify Agency. Employee must never call Client directly to enable Agency to provide a replacement and to professionally manage, maintain, and preserve the Assignment and the relationship between Agency and Client.

Employee's Signature: _____



- (e) In the event Employee discontinues his or her Assignment with Client before completion of Assignment, Employee shall promptly contact Agency, not Client. Employee must provide sufficient notice to Agency to enable Agency to provide a replacement and to professionally manage, maintain, and preserve the Assignment and the relationship between Agency and Client.
- (f) In the event of termination on or after the start date of Assignment, Employee will be entitled to receive wages earned through the time of termination. Agency shall have no other obligation or liability to Employee other than the payment of such earned wages.
- (g) In the event of termination before the start date of Assignment, Agency shall have no obligation or liability to Employee whatsoever.

3 DRESS CODE:

- (a) Due to the nature and policies of some facilities, Employee shall maintain a clean and professional appearance while on Assignment and shall:
 - (i) Carry his or her license and CPR card, and visibly display his or her Agency ID Badge at all times while on an Assignment.
 - (ii) Wear neither scrubs nor jeans while on an Assignment at Psychiatric Facilities but may wear slacks and tops that produce a clean and professional appearance.
 - (iii) Wear no jeans while on an Assignment at Skilled and Acute Care Facilities but may wear scrubs or nursing uniforms that produce a clean and professional appearance.

4 STANDARD PROCEDURES:

(a) No Call / No Show

- (i) No Call / No Show refers to an Employee who accepts an Assignment but fails to call Agency regarding Employee's inability to show to his or her Assignment at least two (2) hours before start time of Assignment and fails to show to his or her Assignment.
- (ii) IF EMPLOYEE HAS A TOTAL OF THREE (3) NO CALL / NO SHOW INFRACTIONS FOR THE DURATION OF HIS OR HER EMPLOYMENT WITH AGENCY, HE OR SHE MAY BE SUBJECT TO TERMINATION.

(b) Late Calls

- (i) Late Calls are defined as any shift requested by Client less than 90 minutes prior to start time of Assignment.
- (ii) In the event Client makes a late call, Employee is allowed 60 minutes to report to an Assignment and is paid for the full shift.
- (iii) If Employee fails to report to an Assignment within the allotted 60-minute reporting time, Employee will only be paid for actual hours worked.



(c) Cancellations

- (i) Cancellations refer to any Assignment cancelled by Client. Employee is responsible to confirm his or her Assignments to Agency within the above prescribed time.
- (ii) Since Client may cancel Employee or Assignment 90 minutes before start time of Assignment, Employee must be available during the following cancellation times:

SHIFT	TIME
A.M.	5:15 a.m. – 5:30 a.m.
P.M.	1:15 p.m. – 1:30 p.m.
NOC	9:15 p.m. – 9:30 p.m.

- (iii) If Employee shows up for an Assignment and is cancelled by Client without Agency’s knowledge, Employee should not leave the facility but rather shall immediately call Agency to enable Agency to professionally preserve the Assignment and the relationship between Agency and Client.
 - If the cancellation is an error made by Client, Employee may be entitled to a two (2) to four (4) hour Show-Up pay depending on the agreement between Agency and Client. If Client is required to pay per this provision, Client has the right to require Employee to work said paid hours. If Employee refuses to work, he or she forfeits the Show-Up pay.
 - If the cancellation is an error made by Agency, Employee is entitled to a \$20.00 traveling fee. Employee must promptly notify and inform Agency of such error in the pay period in which the error occurred.

(d) Charting Errors / Incomplete Assignments

- (i) Charting Errors / Incomplete Assignments refer to Employee’s error in charting or failure to complete an Assignment.
- (ii) If Client requests that Employee return to the Client due to Employee’s charting errors or incomplete Assignments, Employee must return to the Client within 72 hours.
- (iii) If the Employee’s mistake creates an emergent situation, Employee must return to the Client immediately.
- (iv) Employee acknowledges and understands that Client has the right to report and may report Employee to the Boards for non-compliance of regulations.

(e) Personnel File

- (i) Employee must promptly respond to Agency’s requests for Employee to comply with regulations and for information to update his or her personnel file.
- (ii) It is the responsibility of Employee to provide Agency with updated copies of his or her license, CPR, and immunization record.
- (iii) Employee agrees that he or she will not work any of Agency’s Assignments unless he or she has a current license, CPR, and immunization record.

(f) **Payment**

- (i) Employee's regular rate of pay as a _____ is \$ _____ per hour. This rate of compensation for Employee's services with respect to his or her employment with Agency may vary according to shifts and Client. In the event Employee is required to attend in-service with Client, Employee's in-service pay rate is \$ _____ per hour.
- (ii) **NO RATE OR FEE DISCUSSION SHOULD OCCUR PRIOR TO OR DURING THE EMPLOYMENT WITH AGENCY OR ASSIGNMENT WITH CLIENT, ITS' EMPLOYEES, OR OTHERS ENGAGED ON THE ASSIGNMENT.**
- (iii) Agency will make available all paychecks on the 10th and the 25th of each month unless payday falls on a weekend or holiday. If payday falls on a Saturday, paychecks are available on the preceding Friday. If payday falls on a Sunday, paychecks are available on the following Monday. If payday falls on a holiday, paychecks are available on the day preceding the holiday.
- (iv) Employee is responsible for accurately maintaining and providing to Agency, on a weekly basis, a completed Time Sheet signed by an authorized representative of Client, certifying his or her hours worked while on the Assignment. Agency must receive Employee's timesheet within the following deadlines:

HOURS WORKED	TIMESHEET DUE DATE	PAYDAY
From the 1 st to the 15 th of the Month	Timesheet Due No Later Than 5:00 p.m. On Every Friday	25 th of the Month
From the 16 th to the End of the Month	Timesheet Due No Later Than 5:00 p.m. On Every Friday	10 th of the Month

- (v) Where Agency has timesheets at some facilities, Employee must Sign-In upon arrival and Sign-Out at the end of his or her shift. Employee must not sign in and out at the same time. If Employee violates this provision, he or she may be subject to disciplinary action, up to and including termination.
- (vi) Overtime constitutes time worked in excess of 40 hours in a work week and requires written approval by Client and then by Agency. Employee is responsible to obtain Client and Agency's approval in writing. Agency is not liable for any overtime not properly approved. Overtime pay is one and one-half times Employee's regular rate of pay.
- (vii) Holiday Pay is one and one-half times Employee's regular rate of pay for every hour worked on a holiday as observed by the contract between Agency and Client. The start and end times for which holiday pay is observed varies from contract to contract. Agency observes the following Holidays:

New Year's Day Memorial Day Thanksgiving Day
*Martin Luther King Day Independence Day Christmas Day
Washington's Birthday Labor Day

*some facilities may not observe this holiday and therefore not be paid as a holiday.

5 POLICIES:

- (a) Agency is an equal opportunity employer. All qualified candidates will receive consideration for employment without regard to race, color, creed, national origin, religion, disability, marital status, sex, sexual orientation, or age.

- (b) It is the policy of Agency that all employment relationships shall be conducted in an environment that is not hostile or offensive. Harassment based on an individual's race, color, creed, national origin, religion, disability, marital status, sex, sexual orientation, age, or any other basis prohibited by applicable local, state, or federal law will not be tolerated by Agency. Employees who violate this policy are subject to disciplinary action, up to and including termination.
- (c) Agency is committed to establishing and maintaining an alcohol and drug-free workplace. Employees who violate this policy are subject to disciplinary action, up to and including termination.

6 CONFIDENTIALITY:

- (a) Employee shall not disclose or in any way relate or disseminate to unauthorized parties any information gained through contact with confidential information, materials, documents, or internal or unpublished documentation concerning Agency or Client made available through his or her employment with Agency or Assignment with Client, without the express written permission of Agency.
- (b) Employee shall, at all times, indemnify Agency and hold Agency harmless for any litigation, claim, demand, or action alleging an unauthorized disclosure of such confidential information and/or documentation that may be brought against Agency by Client.

7 FAIR COMPETITION:

- (a) Agency has expended significant time, effort, and financial resources to develop the assignments to which employees are assigned and that the opportunity to assign temporary employees to clients is a valuable and unique asset of Agency. Employee shall:
 - (i) Work a minimum total of 480 hours (based on three (3) working months, averaging eight (8) hours per day x five (5) days per week x four (4) weeks per month) as an employee of Agency before Client may employ or contract directly with him or her.
 - (ii) Notify Agency immediately of his or her intentions if he or she receives an offer of employment from Client and he or she wishes to accept that offer. Employee shall continue to perform services for Agency in accordance with this Agreement for the prescribed number of hours required above.
 - (iii) Inform Agency immediately and seek its assistance in acquiring personnel on behalf of Agency or Client (e.g., doctors, nurses, certified nurses aid, mental health counselors, anesthesia technicians, autotransfusionists/cell saver technicians, operating room/surgical technicians, central supplies technicians, x-ray technicians, instrument technicians, ultrasonographers, transporters, environmental services, or administrative or office staff or staffer) before engaging or aiding any other staffing company to acquire such personnel.
 - (iv) Not engage in any activity which harms, prejudices, or disparages Agency, or any of its subsidiaries or affiliates during and after the cessation of Employee's employment with Agency.
 - (v) Not represent himself or herself as being in any way connected with or interested in the business of Agency or any of its subsidiaries or affiliates after the cessation of Employee's employment with Agency.



- (vi) Not engage in a similar business of Agency or any of its subsidiaries or affiliates for a period of one year after the cessation of Employee's employment with Agency.
- (b) Employee shall indemnify Agency and hold Agency harmless for any claim, demand, or action arising out of or related to or in connection with Employee's breach of rules, policies, and procedures, and of the terms in this Agreement that may be brought against Agency by Client.

8 REMEDIES FOR BREACH:

- (a) To prevent irreparable harm to Agency and to its Client relationships, compliance with the terms of this Agreement is imperative. In the event of Employee's breach to the terms of this Agreement, he or she will be subject to the following remedies of law:
 - (i) Liquidated Damages. Because the damage to Agency and to its Client relationships resulting from a breach may cause irreparable harm, employee shall pay to Agency, liquidated damages, for any such breach the sum of the Agency placement fee to which amount Employee acknowledges is fair and reasonable.
 - (ii) Injunctive Relief. Agency shall be entitled to injunctive relief to enforce this Agreement, including but not limited to, a court order preventing Employee from continuing in any assignment or employment with Client or engage in any business activity similar to Agency that may harm, prejudice, or disparage Agency and to seek such other and further remedies as may be available to Agency at law.

9 CHOICE OF LAW:

Any dispute, controversy, or question arising out of or related to or in connection with Employee's employment, compensation, or cessation of employment with Agency, the construction or interpretation of any of the terms of this Agreement is governed by the laws of the State of _____.

10 SEVERABILITY:

If any term or condition of this Agreement or the application thereof is declared unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

11 AMENDMENT:

No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the President of Agency. The waiver by Agency of breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

12 ENTIRE AGREEMENT:

This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained and supersedes any prior oral statements, discussions, or understandings of the parties hereto.

