

The following is an agreement between FOCUS CARE, Inc. and _____

EMPLOYEE NAME

SECTION I - FOCUS CARE agrees to the following provisions:

- 1) **Assignment:** we will attempt to secure an assignment for the nurse considering all of his/her requests or needs.
- 2) **Pay Rate:** pay rates will be negotiated based on facility, specialty, paid benefits, as well as other factors. When a pay rate is negotiated at or prior to the start of an assignment; that rate will be guaranteed for term agreed upon.
- 3) **Guaranteed pay** (for contract assignments only):
 - a) hours will be guaranteed
 - b) the nurse will be paid for hours worked
 - c) the nurse will be paid if the hospital cancels
 - d) the nurse will not be paid if she/he cancels.
- 4) **Overtime:** will be paid for hours worked after 40 hours/week for hours approved by that facility, unless otherwise stated. FOCUSCARE is your employer, we must authorize all time worked to make sure we have the ability to pay you.
- 5) **Withholdings:** will report taxable income and withhold federal and state income taxes from your income, taking into consideration your elected deductions. Employees will receive a W-2 form.
- 6) **Weekly pay:** payroll checks will be mailed out or direct deposited on a weekly basis for hours that are reported by timesheet, signed by an authorized representative of that facility, signed by the nurse, and submitted in accordance with our payroll timeline.
- 7) **Direct deposit:** once established, payroll can be deposited directly into your account on pay day. Per Diem assignments will be eligible for daily pay if timeslips are submitted in accordance with our payroll guidelines.
- 8) **Payroll deductions:** we reserve the right to deduct from your paycheck funds to cover unauthorized expenses, unpaid bills, and fees for damages, which you have incurred. (travel nurse contract)
- 9) **Housing (applicable to Travel Nursing only):** care will be used in procuring reasonable housing accommodations for travel nurse contracts and will ask you for your input. You have the option of arranging your own accommodations and receiving a flat reimbursement.
- 10) **Reimbursements:** any reimbursement due, will be included in your paycheck in a timely manner.
- 11) **Licensure:** Assistance will be given the nurse to obtain additional proper licensure for travel assignments, and will pay the licensure fees. However, licensure is the sole responsibility of the nurse.

- 12) **Benefits:** we will provide benefits to the employee as described in the FOCUS CARE benefit outline. We reserve the right to change the benefits at anytime.
- 13) **Written Contracts:** For contract assignments, you will be provided with a written contract outlining assignment details prior to the start of the assignment.
- 14) **24/7 Support:** Support by telephone is available to all of our nurses twenty-four hour per day, seven days a week. 888.RN.FOCUS (763-6287).
- 15) **Confidential File:** employee files and medical information will be kept confidential and secured. Information will only be made available to hospitals or entities with whom FOCUS CARES has a staffing agreement, and to any other governmental or regulatory agency at such agency's request.
- 16) **Personal Property:** FOCUS CARE is not responsible for the theft, loss, destruction, or damage to the personal property of its employees.

SECTION II - As an employee of FOCUS CARE and a registered nurse, you are obligated to:

- 1) **Education and Training:** obtain education and training in the nursing field and maintain required Continuing Education Credits (CEU's) applicable to their licensure and practice.
- 2) **Scope of Practice:** practice within the scope, be responsible for reviewing, becoming familiar with these, and conducting yourself accordingly; under the following structures:
 - individual state "Nurse Practice Guidelines"
 - hospital Policies & Procedures; as well as all other guidelines or rules dictated by that facility
 - FOCUS CARE's Policies & Procedures.
- 3) **Assignment Fulfillment:** once you accept an assignment, whether verbal or written contract is made, you are responsible for fulfilling that assignment.
- 4) **Employee at Will:** employment is "at will" and no employment promises have been made for any duration of time. Specifically, you may terminate employment at any time, with appropriate notice and consideration. Similarly, Applicant understands he/she may be terminated by FOCUS CARES at any time, without notice, for any lawful reason. Further, should a hospital decide to end an assignment prior to completion date, FOCUS CARE may offer a new assignment for employees in good standing.
- 5) **Additional Hours:** you have the responsibility to notify FOCUS CARE of all additional hours/overtime requests that you have received, agreed to, or are considering, as well as any changes to your schedule.
- 6) **Non Disclosure:** you agree not to disclose any of the company's trade secrets or any confidential or proprietary information of FOCUS CARE employees or clients.
- 7) **Nonsolicitation:** while employed for FOCUS CARE and for a period of three months thereafter; you agree not to solicit other FOCUS CARE employees to work for any competing company.

- 8) **Health/Drug Screening:** prior to placement and throughout this employment, you are consenting to a 10-panel drug screen. Applicant also gives permission for the release of test results for determining your fitness for employment or continued employment. Screenings will be done at approved clinics.
- 9) **Release of Information:** I authorize FOCUS CARE to release any and all confidential employment and medical information contained in my employment file to any medical facility or entity with whom FOCUS CARES has a staffing agreement, and to any other governmental or regulatory agency at such agency's request.
- 10) **Time-slips:** employees are responsible for recording accurate hours including meal breaks, obtaining authorized signatures, and providing a copy to the facility and FOCUS CARE. The workweek begins at 7:00 AM on Sunday and concludes at 6:59 AM on the following Sunday. Time-slips must be received by FOCUS CARE on Monday at 12:00 noon Eastern Standard Time in order to be paid in the current week. Any late submissions may be paid the following week.
- 11) **Lunch Break Policy:** nurses are required to clock (or log) in and out for a minimum of thirty (30) minutes, and in accordance with hospital policy. Missed breaks must be authorized and signed for.
- 12) **Termination.** Applicant understands if he/she leaves his/her assignment early for any reason or is terminated by FOCUS CARE, Applicant must vacate company provided housing within 24 hours and will be responsible for return travel costs. Applicant authorizes FOCUS CARE to deduct any incurred costs from their paycheck.

SECTION III - GENERAL STATEMENTS:

Choice Of Law: This Agreement will be construed in all respects according to the laws of the state of Massachusetts.

Confidentiality Of Agreement: FOCUS CARE and applicant will maintain the confidentiality and exclusivity of this Agreement.

Agreement Review: FOCUS CARE and applicant agree each party has fully read and reviewed this Agreement. Should any ambiguities arise, the interpretation of the ambiguity will not automatically be construed in favor of the Applicant.

Equal Opportunity Employer. FOCUS CARE is an equal opportunity employer incorporated in the State of Massachusetts and in good standing with the Massachusetts, Secretary of State. FOCUS CARE does not discriminate in respect to hiring, firing, compensation, and all other terms and conditions of privileges of employment on the basis of race, color, national origin, ancestry, sex, age, pregnancy or related medical conditions, marital status, religious creed, or disability.

Notices: Any notices which are required or permitted will be in writing and will be deemed properly delivered to the other party when sent U.S. Mail, certified, postage prepaid and addressed to the following:

Employee signature

date

FOCUS CARE representative

date