



9 West Front Street • Media, PA 19063  
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## TEMPORARY EMPLOYMENT AGREEMENT

This Agreement is by and between RTTEMPS, LLC., along with its divisions RTTEMPS/ RITEMPS, whose mailing address is 9 West Front St., Media, PA 19063 (hereinafter referred to as "COMPANY") and \_\_\_\_\_ (hereinafter referred to as "Temp").

WHEREAS, COMPANY is in the business of providing Temporary Healthcare Related Professional Staffing Services, and

WHEREAS, Temp is a Medical Professional; and

WHEREAS, Temp desires to provide temporary services to COMPANY in return for certain consideration;

THEREFORE, the parties hereto intending to be legally bound hereby agree as follows:

### I. Term

The parties understand that this Agreement is conditioned upon the final acceptance of the Temp for each assignment by the COMPANY's Client. The parties agree that the term of this Agreement may vary according to COMPANY'S Client's needs, however, the parties acknowledge that COMPANY guarantees no specific term of employment. The initial term shall begin on \_\_\_\_\_ and this Agreement will automatically renew itself for each subsequent assignment COMPANY offers and Temp accepts. If Temp accepts subsequent assignments, beyond the initial assignment, Temp agrees that his/her signature below shall bind him/her to all the terms and conditions herein as if he/she had signed a new Temporary Employment Agreement for each subsequent temporary assignment.

### II. COMPANY'S Responsibility

(a) COMPANY agrees to engage the services of the Temp and to pay remuneration for such services. COMPANY shall determine the specific duties to be performed, the means and the manner by which those duties shall be performed and the specific job assignment.

(b) COMPANY shall determine hours of work.

(c) COMPANY shall pay Temp an agreed upon hourly rate minus all federal, state, and local payroll taxes.

(d) COMPANY may pay travel subsidy or housing for Temp at a specific assignment, if it is approved by management of COMPANY for the specific assignment.

(e) COMPANY shall purchase and maintain, at no expense to Temp, comprehensive general liability, comprehensive professional liability and Workers' Compensation insurances.

### **III. Temp's Responsibility**

(a) Temp shall perform Professional Services in accordance with all applicable standards, rules and regulations. Temp understands that if a Client provides written documentation that Temp's performance was unacceptable, Temp will be paid the minimum rate allowable by the U.S. Department of Labor for the hours considered substandard by the Client and agree that such minimum rate shall be Temp's sole compensation for all such hours and also be the basis for the calculation of any overtime hours. Temp's professional conduct must also comply with the ethical code and principles as promulgated and developed by the Temp's professional association or national society or any state and federal regulatory division's "standard of practice" and licensure requirements for Temp's profession and specific modality. In the event COMPANY incurs any costs, lost revenue, and expenses as a result of Temp's hours of performance which were deemed unacceptable by the Client, Temp agrees to be personally responsible for any such costs, expenses and lost revenue and authorizes COMPANY to deduct such monies from Temp's paycheck at COMPANY sole discretion.

(b) Temp shall perform Professional Services for such Clients to which assignment is made, for that time period agreed upon at start of the assignment. In the event of any default in the performance of the obligations of the Temp under the terms of this agreement, Temp agrees to be personally responsible for any such costs, expenses, and lost revenue incurred by COMPANY as a result of the Temp's default; and the Temp hereby authorizes COMPANY to deduct such expenses, costs, and lost revenue from his/her pay check at COMPANY'S sole discretion. If it is necessary for COMPANY to institute legal process to recover the costs, any expenses and lost revenue incurred by COMPANY as a result of the Temp's default of his/her obligations under this agreement, then Temp shall be required to pay any costs incurred by COMPANY in the enforcement of any provision of this agreement, including reasonable attorney's fees and litigation costs, in addition to any other relief to which COMPANY may be entitled.

(c) Temp shall keep accurate time sheets reflecting the time actually worked and submit said time sheets on a weekly basis. If time sheets are not submitted promptly, Temp acknowledges that his/her paycheck may then be delayed until the next normal pay period.

(d) If Temp is ill, he/she must call out sick to both the facility and COMPANY Corporate Office.

(e) Temp will not take time off from assignment without first giving COMPANY Corporate Offices thirty (30) days notice.

(f) Temp acknowledges that his/her assignment is temporary in nature.

(g) Temp agrees to adhere to the Employer Work Rules of COMPANY and/or the Rules of COMPANY'S Client.

(h) Temp agrees to adhere to all policies and terms that are contained within the Policy Manual of the Employer COMPANY and/or COMPANY' s Client

(i) Temp agrees to abide and comply with all federal, state and local laws in the performance of his/her services under this agreement including but not limited to all federal, state and local health and safety regulations, OSHA Standards, HIPAA Regulations Privacy And Security Rules, Universal Precautions, Corporate Compliance Integrity Training pursuant to the Deficit Reduction Act of 2005, as well as standards recommended by (JCAHO) the Joint

Commission on Accreditation of Healthcare Organizations, and all other regulations as set forth by COMPANY and by COMPANY'S Client.

(j) Temp shall provide COMPANY proof of good health and absence of communicable disease at least annually and at any time upon request of COMPANY.

(k) Temp shall maintain Automobile Comprehensive and Liability Insurance and shall provide COMPANY with current proof of such insurance.

(l) Temp recognizes that during the course of Temp's employment with COMPANY, COMPANY will provide Temp with access to valuable proprietary information. In consideration of each assignment and compensation, Temp agrees that, following the termination of his/her employment with COMPANY either voluntarily or involuntarily, and for a period of one (1) year thereafter, Temp will not, either directly or indirectly, accept employment with a COMPANY Client, or Client subsidiary, unless Client agrees to pay COMPANY their normal recruitment fee. In the event the Client refuses or neglects to pay such fee, Temp hereby agrees to pay this whole fee personally prior to beginning employment with Client. Temp further agrees that if COMPANY institutes legal action to enforce this provision, Temp will pay COMPANY'S attorney's fees and litigation costs incurred in enforcing this Agreement.

(m) Temp warrants he/she is not excluded from participation in any federal healthcare program or any form of state Medicaid program and to Temp's knowledge, there are no pending or threatening governmental investigation that may lead to such exclusion. Temp agrees to notify COMPANY of the commencement of any exclusion or investigation within three (3) days of Temp learning of it, to advise as to whether it will affect the progress of the job. COMPANY shall have the right to immediately terminate this agreement upon learning of any such exclusion and shall be kept apprised by Temp of the status of any such investigation.

#### **IV. Alcohol/Drug Free Workplace Policy**

(a) It is the policy of COMPANY that its Temporary professional staff is alcohol and drug free. Therefore, the unlawful manufacture, distribution, dispensation, possession, or use of alcohol and other controlled drugs or under the influence of drugs or alcohol by any Temp, prior to commencing employment and/or assignment, when assigned, while on duty, or at an assignment of a COMPANY Client, is prohibited. Failure to receive an offer, or if hired, disciplinary action, up and to including termination, will be taken for violations of this policy. Temps are considered to be working in a safety sensitive related position and will be required to participate in an alcohol/drug testing program prior to commencing employment. In addition, as a condition of continued employment, Temps are required to participate in an alcohol/drug testing program that will be based on a random screening process and will be conducted and paid by COMPANY in accordance with federal, state, and local rules. Temps are also required to participate in the applicable alcohol/drug testing program as set forth by each of COMPANY' Clients to which they are assigned. Random testing shall be a condition of continued employment with the COMPANY and the respective Client.

(b) Temp agrees to abide by the alcohol/drug free workplace policy of COMPANY and COMPANY' Clients. The Temp knowingly, voluntarily, and willfully agrees to participate in the pre-employment alcohol/drug testing, as well as in the random alcohol/drug testing program conducted by COMPANY and/or the applicable drug/alcohol testing process of COMPANY' Clients. The alcohol/drug testing will be performed by a certified laboratory at the expense of COMPANY and/or COMPANY' Clients.

(c) Temp knowingly, voluntarily, and willfully agrees to sign a Consent/Release Form and hereby authorizes the release of any and all written medical documentation and reports to COMPANY and/or the Clients indicating the results from any alcohol and drug testing performed

on the Temp at the direction and expense of COMPANY and/or COMPANY' Clients. All medical reports provided will be maintained in a separate confidential file by COMPANY.

(d) Temp agrees and hereby acknowledges that the refusal of the Temp to undergo any required alcohol/drug testing program conducted by COMPANY and/or COMPANY Clients and failure to sign the Consent/Release Form will constitute a positive result and Temp will fail to receive an offer, or if hired, will be disciplined up to and including immediate discharge.

(e) Temp agrees and hereby acknowledges that any positive results from the alcohol/drug screening performed at the direction of COMPANY and/or COMPANY Clients will result in failure to receive an offer, or if hired, will result in disciplinary action up to and including termination and the reimbursement by the Temp of all expenses for such drug/alcohol testing to COMPANY and/or COMPANY' Client. Temp will also be responsible for all costs, expenses, lost revenue, and fees as set forth in Section III (b) of this Agreement.

(f) Temp is required to notify COMPANY if he/she is convicted of a drug/alcohol related violation which occurred while on duty or at any assignment. Such notice must be provided within five (5) days of any conviction.

## **V. Termination**

### **This Agreement is terminated immediately if:**

(a) Temp becomes disqualified to practice his/her profession for any reason;  
(b) Temp fails or refuses to faithfully and diligently perform their professional duties;  
(c) Temp is arrested for a crime, including but not limited to, a driving under the influence offense;

(d) COMPANY Client cancels assignment without notice and COMPANY is unable to re-assign Temp to another similar assignment;

(e) Temp fails to abide by the Alcohol/Drug Free Workplace Policy of COMPANY and/or COMPANY' Client.

(f) Temp fails to abide by the Policy Manual and/or Work Rules and Regulations and Procedures of COMPANY and/or COMPANY's Client.

(g) If Temp fails to abide by federal, state and local laws in the performance of his/her services, including but not limited to federal, state and local health and safety regulations, OSHA Standards, HIPAA Privacy and Security Rules, Corporate Compliance Integrity Training, pursuant to the Deficit Act of 2005, as well as any and all standards recommended by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and all other regulations set forth by COMPANY and/or COMPANY' Client.

(h) As otherwise provided for in Section III (m), at the end of each assignment, Temp shall return all company property before a final paycheck will be issued. Such property includes but is not limited to Name Badge and time sheets.

## **VI. Miscellaneous**

(a) This Agreement shall be interpreted, construed, and governed according to the laws of the Commonwealth of Pennsylvania and subject to the exclusive jurisdiction of the Courts of the Commonwealth of Pennsylvania.

(b) This Agreement contains all the agreements of the parties and shall not be amended or modified except by an arrangement in writing executed by all parties hereto in the same form as this Agreement. If any provision of this Agreement shall contravene or be invalid under the laws of any particular state or jurisdiction, such contravention or invalidity shall not invalidate the whole agreement, but it shall be construed as if not containing the particular provision or

provisions held to be invalid in the particular state or jurisdiction and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

(c) In the event Temp leaves an assignment without COMPANY' consent, such action shall be considered willful misconduct and Temp hereby acknowledges and agrees that he/she will not apply for and/or seek unemployment compensation.

RTTEMPS, LLC

BY \_\_\_\_\_  
Employee Signature

BY \_\_\_\_\_  
Recruiter Signature

Name \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_