



301-1777 3rd Avenue, Prince George, British Columbia, V2L 3G7 Phone: 1-866-355-8355 Fax: 1-866-282-9140 www.travelnurse.ca

THIS AGREEMENT made on _____ (date) between Solutions Staffing Inc., located at 301 – 1777 3rd Avenue, Prince George, British Columbia, V2L 3G7, HEREINAFTER referred to as the AGENCY and _____ (legal name) of _____, _____ (city, province), HEREINAFTER known as the HEALTHCARE PROFESSIONAL.

WHEREAS, the Agency is a British Columbia Company engaged in the business of recruiting and supplying temporary healthcare personnel within the health care field within Canada; and
WHEREAS, the Healthcare Professional possesses training and experience in the health care field particular to their professional designation and specialty as indicated on the "application" and work history;
WHEREAS, the parties hereto desire to protect the legitimate interests of the Agency and of the Healthcare Professional; and
WHEREAS, the Agency wishes to make the best possible representation of the Healthcare Professional in order to place the Healthcare Professional on assignment, with the Agency's Client (hereinafter known as the "Healthcare facility"), and the Healthcare Professional desires to be placed on assignment by the Agency, upon the terms and conditions contained in this Agreement and any attached Assignment Agreement (hereinafter known as Schedule A) which is incorporated by reference and may be added to from time to time; and
WHEREAS, the Agency has given the Healthcare Professional access to the Agency's Clients and other confidential information; and expends considerable effort and funds for placement of Healthcare Professionals.
NOW, THEREFORE, in consideration of the covenants and mutual promises contained, and for the other good and valuable consideration, the receipt of which the Candidate hereby acknowledges the Healthcare Professional and the Agency represent, covenant and agrees as follows:

HEALTHCARE PROFESSIONAL OBLIGATIONS:

- 1. ACCEPTANCE:** The Healthcare Professional desires the Agency to find and provide temporary assignments and understands that s/he is not obligated to accept any assignments unless otherwise agreed upon in writing. It is agreed and understood that the Healthcare Professional's VERBAL ACCEPTANCE of a particular assignment will be binding. Details and employment issues relating to each assignment will be confirmed in writing via Schedule A.
- 2. EMPLOYEE AT WILL:** The Healthcare Professional acknowledges that employment by the Agency is at will, and that the assignments arranged by the Agency are temporary in nature and can be terminated at any time, with or without notice, for any or no reason. If an assignment terminates, the Agency will use reasonable efforts to find a new assignment for the Healthcare Professional if the Healthcare Professional is in good standing when the initial assignment ends, and if the Healthcare Professional desires completion of the specified term.
- 3. PERMANENT PLACEMENT:** The Healthcare Professional understands and agrees not to accept employment by the Healthcare facility without written notification to the Agency.
- 4. HEALTHCARE PROFESSIONAL PRESENTATIONS TO THE HEALTHCARE FACILITY:** The Healthcare Professional agrees to and understands that after the Agency presents his/her profile to an Healthcare facility, the Healthcare Professional will only accept an assignment with these Healthcare facility's through the Agency, for the period surrounding the agreed upon contracted shifts unless otherwise agreed upon arrangements are prior received in writing from the Agency.
- 5. DISCLOSURE:** Except as required in the performance of services hereunder, the Healthcare Professional will not during the term of this Agreement or after termination, use or disclose any confidential or proprietary information of the Agency, Employee or patients within his/her care, without first obtaining written consent of the Agency and, where appropriate, the Healthcare facility and the Healthcare facility's patient's consent. Furthermore, the Healthcare Professional agrees not to utilize services of a direct competitor AT ASSIGNMENT LOCATIONS where the Healthcare Professional has been placed by the Agency for a period of one (1) year from the assignment completion date.
- 6. COMPLIANCE:** The Healthcare Professional shall provide his/her services to the Healthcare facility in accordance with the highest ethical and professional standards and agrees to comply with all the Agency's and the Healthcare facility's policies and procedures. It is the healthcare professional's obligation to ensure that he/she is in compliance with the regulating body or college for his/her professional designation.
- 7. QUALITY ASSURANCE:** The Healthcare Professional agrees to provide the Agency with all required employment, educational, licensure and medical information five (5) business days prior to the start of any assignment or as otherwise provided by the Healthcare facility/facility. Healthcare Professionals who have not provided essential documents will not be allowed to start assignments and may be liable for non-recoverable expenses incurred as a result of the missing documentation.
- 8. PLACEMENT UPDATE:** The Healthcare Professional agrees to provide the Agency with ongoing information concerning the status of placement as well as any problems or difficulties encountered while on assignment.
- 9. FULL-TIME EMPLOYMENT:** The Healthcare Professional understands and agrees that it is mandatory for all Healthcare Professionals that accept full time, temporary assignments maintain full time hours. Full-time is defined as a minimum of 40 regular hours per week **NOTE:** There are some assignments that do not have full-time expectation.
- 10. HEALTHCARE FACILITY CANCELLED HOURS:** In the event that a Healthcare facility cancels hours due to low census or any other reason, Healthcare Professionals shall inform Solutions Staffing Inc so that the agency may request additional hours on the healthcare professional's behalf.
- 11. HEALTHCARE PROFESSIONAL CANCELLED HOURS AND PENALTIES:** In the event of absenteeism or failure to work an assignment without just cause where commitment has been obtained through verbal or written agreement between the Agency and the Healthcare Professional, the Healthcare Professional may be liable for any or all non-redeemable expenses related to the committed assignment. The Healthcare Professional further acknowledges that the Agency's or the Healthcare facility's signed time records shall be conclusive evidence of the time worked by the Healthcare Professional and approved for payment by the Healthcare facility. **NOTE:** The monies due to the Agency will be deducted from the Healthcare Professional's pay cheque or from any housing, travel, licensing, or bonus payments that are due to the Healthcare Professional from the Agency. It is the Healthcare Professional's responsibility to notify the Agency of any absenteeism or when the Healthcare facility cancels a shift or reduces hours on an assignment. Reasonable, just cause will fall under the discretion of the Agency and the current Labour Relations Standards in the jurisdiction of the assigned shifts. The Agency retains the right to request documentation verification of such causes.
- 12. OVERTIME:** Any and all overtime worked must have prior approval of the Healthcare facility and be signed by the Healthcare Professional's immediate supervisor on the affected time card. The overtime guidelines for all assignments will be noted on the assignment SCHEDULE A. All overtime shall be paid to the healthcare professional according to the Labour Standards Code for the jurisdiction of the assignment work site.

13. FLOATING POLICY: The Healthcare Professional agrees to work the hours required by the Healthcare facility and acknowledges that the Healthcare facility will be responsible for all scheduling. The Healthcare facility may require the Healthcare Professional to float from one unit to another unit for which the Healthcare Professional is qualified to work.

14. TIMESHEETS: It is the responsibility of the Healthcare Professional to have time sheets signed by a Supervisor and faxed back to the Agency by 12:00 noon on the Friday following each cut off period. Any delay in the receipt of timesheets before the specified time may delay the healthcare professional's payroll cheque.

15. ASSIGNMENT CANCELLATION: The Healthcare Professional understands that if s/he terminates an assignment prematurely without cause or is terminated with cause by the Healthcare facility, s/he must repay any monies advanced by the Agency on a pro-rated basis. Additionally, the Healthcare Professional may be held liable for non-recoverable expenses due to this cancellation. Non-recoverable expenses will include but are not limited to lost deposits, rental expenses legal fees and travel costs. The Agency will deduct such amounts from any payments due to the Healthcare Profession and/or invoice the Healthcare Professional for any additional amounts owed to the Agency, of which the Healthcare Professional agrees to pay. The Healthcare Professional agrees and understands that a Healthcare facility's failure to provide timely payment to the Agency, or any other default, can result in termination of the assignment, and possible reassignment with another Healthcare facility.

16. LICENSING: The Healthcare Professional agrees to and understands that licensing is the responsibility of the Healthcare Professional. The healthcare professional understands that failure to comply with regulatory licensing criteria while on assignment may result in immediate cancellation of the assignment.

17. HOUSING: All housing arrangements will be discussed prior to assignment commencement, as specified in the Healthcare Professional's Assignment Schedule A, including address and telephone number, for prior arrangement. All housing shall include telephone, utilities and cable TV, unless specified within the Healthcare Professional's Assignment Schedule A. On some assignments, healthcare facility's residence will be used, shared housing, or hotel/motel arrangements made.

- a) **INSURANCE:** The Healthcare Professional is encouraged to obtain Renter's Insurance and neither the Rental Property nor the Agency will be held liable for the Healthcare Professional's personal belongings.
- b) **PETS:** Typically pets are not allowed, even temporarily, without prior consent. Please arrange with the Agency and/or the Healthcare facility any pet accommodation while on assignments.
- c) **DAMAGE TO HOUSING:** The Healthcare Professional will be held responsible for any and all unnecessary expenses incurred by the Agency for damage and cleaning above normal wear and tear, included but not limited to deductions from security deposits, expenses for damages to property in excess of the security deposit and any other unreasonable expense resulting from damages to said housing or accommodations by the Healthcare Professional or his or her invitees to the premises.
- d) **RULES AND REGULATIONS:** The Healthcare Professional should obtain a copy of the Rules and Regulations for the housing unit or rental unit. Maintenance issues should be addressed through the complex management office.
- e) **TERMINATION:** If the Healthcare Professional is terminated from the assignment for just cause, the Healthcare Professional must vacate the premises within 48 hours. The Healthcare Professional is responsible for non-recoverable losses.

18. TRAVEL: For all Travel arrangements made by the Agency upon verbal commitment to the travel itinerary, the Healthcare Professional will be considered committed to such arrangements. If the Healthcare Professional fails to meet pre-arranged travel itineraries, or changes arrangements without 24 hours notice, all expenses related to recovering the cost of travel arrangements or in making alternate arrangements will become the sole responsibility of the Healthcare Professional. Any non-recoverable monies related to changing or cancelling these arrangements will be deducted from any monies owed to the Healthcare Professional, including any bonus amounts, or regular payroll amounts. Where the Healthcare Professional fails to meet travel arrangements due to airline cancellations, weather, or circumstances beyond his/her control, the Agency will make every attempt to facilitate rescheduling of these arrangements.

AGENCY OBLIGATIONS:

- 1. The Agency agrees to utilize its resources to place the Healthcare Professional on assignment with the Client for the time period indicated in the Assignment Schedule A and which may be added to from time to time.
- 2. With regards to payments and disbursements, the Agency agrees to submit to the Health Care Facility all payroll and direct deposit information with regards to years of experience, pay scales, and wage step levels in accordance with any and all existing collective agreements between that Health Care Facility and the Union Bargaining Unit currently in place.
- 3. The Agency agrees to pay the Healthcare Professional an hourly rate of pay as indicated on the specific Assignment Schedule A for all hours worked as submitted to the Agency within the payroll period and as submitted to the Agency upon verification of hours worked by the Health Care Facility.
- 4. The Agency agrees to pay all overtime amounts to the Healthcare Professional for all overtime hours, where they are approved and signed by a supervising employee of the Health Care Facility, and in accordance with the Labour Standards Act within the jurisdiction of the Health Care Facility where the hours are worked.
- 5. The Agency agrees to pay all payroll amounts in accordance with the specific Assignment Schedule A on the regular bi-weekly payroll dates of all hours worked and submitted by the Healthcare Professional and received before 12:00 noon on the Friday following each cut-off date, and to pay all reimbursement amounts within 45 days following the assignment completion date upon receipt of all proper receipts and documentation.
- 6. The Agency agrees to provide housing according to the specific Assignment Schedule A.
- 7. The Agency agrees to use all reasonable efforts to assist the Healthcare Professional in obtaining licensure in the particular province of assigned shifts; however the Healthcare Professional is ultimately responsible for all licensing requirements.
- 8. The Agency agrees to pay all overtime amounts, vacation pay, and to make the appropriate deductions to CPP, WCB, EI, and both Federal and Provincial Income Tax, in accordance to the Employment Standards Act within the province of the assigned shifts.
- 9. The Agency agrees to direct deposit all payroll amounts to the Healthcare Professional on the regular payroll dates to the Healthcare Professional's designated bank and payroll account information which the Agency will maintain and update upon the Healthcare Professional's request. Where the Healthcare Professional has indicated on his/her timesheet a different address, the Agency agrees to send to that address. In the event of postal delays or unforeseen mailing difficulties, the Agency agrees to work with the Healthcare Professional to ensure a timely and reasonable receipt of funds.

Both the Healthcare Professional and the Agency acknowledge that the acceptance of services from the Agency and by the Healthcare Professional indicate agreement within the terms of the Master Agreement.

SOLUTIONS STAFFING INC. (THE AGENCY)
Jeffrey T. Shannon

THE HEALTHCARE PROFESSIONAL

DATE _____

DATE _____



Confidentiality Agreement

1. During my association with Solutions Staffing Inc, I will have access to information and material relating to patients, medical staff, employees, other individuals, or individual facility policies and procedures, which is of a private and confidential nature.
2. At all times, I shall respect the privacy and dignity of patients, employees, and all associated individuals.
3. I shall treat all administrative, financial, patient, employee and other records as confidential information, and I will protect them to ensure full confidentiality. I shall not read records or discuss, divulge, or disclose such information about Solutions Staffing Inc, unless there is a legitimate purpose related to my association with Solutions Staffing Inc. This obligation does not apply to information in the public domain.
4. I shall ensure that confidential information is not inappropriately accessed, used, or released either directly by me, or by virtue of my signature or security access to premises or systems.
5. Violations of this policy include, but are not limited to:
 - accessing information that I do not require for job purposes;
 - misusing, disclosing without proper authorization, or altering patient or personnel information,
 - disclosing to another person your user name and/or password for accessing electronic records.
6. I shall only access, process, and transmit confidential information using hardware, software, and other authorized equipment, as required by the duties of my position.
7. I understand that Solutions Staffing Inc or its clientele will conduct periodic audits to ensure compliance with this agreement and its privacy policy.
8. I understand and agree to abide by the conditions outlined in this agreement, and they will remain in force even if I cease to have an employment relationship with Solutions Staffing Inc.
9. I also understand that should any of these conditions be breached, I may be subject to corrective action up to and including termination of employment, loss of privileges, termination of a contract, or similar action appropriate to my association with Solutions Staffing Inc.

Computer Access

I accept full responsibility for the personal identification and password codes issued to me for access to the healthcare facility's computerized Radiological Image, Laboratory and Patient Information System. In order to protect the confidentiality of the information to which I am now party, I agree that:

1. The Healthcare facility's computing facilities are to be used for authorized purposes and in the support of Healthcare facilities approved activities only.
2. I will not attempt to access information in the Healthcare facility's computer system which is not required by my day to day responsibilities. Browsing through patient records or accessing records that are not required is strictly prohibited.
3. The personal identification and password codes are assigned to me only and I must not share them with others. I will take all reasonable precautions to protect the privileges assigned to me. If I have any reason to believe that another person is aware of my password, I will immediately change it.
4. I will not attempt to access or alter information in the Healthcare facility's computer system by using any user or group identification codes other than my own.
5. I will not permit another person to access or alter information in the Healthcare facility's computer system under my personal identification code, after I have logged on the system.
6. It is my responsibility to logout of the system when my work is complete or when I leave my station for a period of time.
7. It is my responsibility to report incidences of improper and/or illegal activities which include using the healthcare facility's facilities for abusive and/or malicious communications. Such reports must be made immediately to your supervisor or directly to the administration.
8. I understand my responsibility for respecting patient's privacy and protecting the confidentiality of information to which I have access.
- 9.

Both the Healthcare Professional and the Agency acknowledge that the acceptance of services from the Agency and by the Healthcare Professional indicate agreement within the terms of the Master Agreement.

SOLUTIONS STAFFING INC. (THE AGENCY)
Jeffrey T. Shannon

THE HEALTHCARE PROFESSIONAL

DATE _____

DATE _____