

An Agreement between Contractor and a Nursing Agency

Professional Staffing, Inc.

8455 US Highway 283

Norton, KS 67654

785-877-6890

1. The understanding individual is a, please initial one:
 - A. Registered Nurse
 - B. License Practical Nurse
 - C. Trained Medical Assistant
 - D. Nurse Assistant Registered

Wishes to enter into a non-exclusive placement contract with Professional Staffing, Inc. To have it find limited contractual engagements for nursing work for which the Undersigned holds the applicable license.

2. The undersigned individual, referred to as Nurse throughout the rest of this agreement understands that this engagement is as independent contractor, and not as an employee of Professional Staffing, Inc. or a contracting (client) Nursing Home/Hospital. Professional Staffing will report all income over \$600.00 per year or over to the Internal Revenue Service and the State of Kansas, and will provide the nurse with a form 1099 for their records, to assist them in filing their taxes.
3. Professional Staffing, Inc. shall act solely as contracting agent to sub-contract nurses to the Nursing Homes/ Hospitals.
4. _____ is being compensated for the services of the Nurse, and the Nurse appoints P.S. as his/her agent to find contracts for him/her and to receive compensation on his/her behalf. The agency appointment by the Nurse is irrevocable as to that particular contract. P.S. agrees to pay the Nurse for his/her time at the following rate \$____/hr on Weekday and \$____/hr weekend. Payment shall be made every pay period.
5. The Nurse agrees not to perform duties at any facility outside the scope of his/her license.
6. Each Nurse represents to P.S. that:

- a. The nurse is licensed in the State of Kansas to perform the type of nursing for which they are placed to, and their license is not suspended or revoked, and has never been suspended or revoked.
- b. The Nurse carries malpractice insurance in the amount of at least one million U.S. dollars if a Registered or License Practical Nurse and for the premiums has been paid. The Nurse carries malpractice insurance in the amount of at least five hundred thousand U.S. dollars if a nursing assistants and for which the premiums have been paid.
- c. The nurse agrees that unless they are told otherwise, they are to wear standard nurse attire, including ID nametag and a transfer belt while on contract.
- d. The Nurse authorized P.S. to deduct necessary payments for the Malpractice Insurance from the Nurse's pay, statement of deductions and as annual summary shall be supplied by the P.S. to the nurse.
- e. The Nurse agrees to supply any information necessary to insure that Professional Staffing is meeting its contractual obligation to facilities, such as any disciplinary proceedings initiated against the nurse, malpractice coverage documents, employment history, etc.
- f. The Nurse agrees to supply the time card, signed by the authorized representative from the facility and turn them into Professional Staffing office address by Tuesday morning each week.
- g. The Nurse agrees that the Professional Staffing is not responsible for any employment or lack of employment.
- h. If a Facility (client) cancels within four hours of a scheduled shift and the nurse is unable to be placed anywhere else, the nurse will be paid for a minimum of four hours.
- i. If a Nurse fails to show up for work, or cancels within four hours, the nurse agrees to reimburse Professional Staffing, Inc. for an amount of equal to two hours of the pay by deductions from payroll.
- j. The nurse has an absolute right to accept or reject any contract for any reason whatsoever, but once a contract is accepted, the nurse agrees that he/she or another nurse will show up at the appointed time.
- k. The nurse agrees to assist P.S. in keeping apprised of any changes in address or phone number. Nurse agrees to contact P.S. weekly with current work schedule and hours available to work. Any employee will be considered voluntarily quit if weekly contact is not maintained.

l. The nurse will agree to keep compensation information strictly confidential. Details of compensation will be discussed and negotiated only with P.S. representatives and not with facilities.

m. This agreement is to be construed under laws of the State of Kansas.

I agree to this contract and understand its terms. I have a _____ license as is indicated above and carry the correct amount of malpractice insurance.

Name _____

Address _____

Social Security Number _____

Nurse Signature _____ Date

Authorized Representative of _____ Date
