



AGREEMENT for TEMPORARY STAFFING

This contingency Agreement ("Agreement") is made and entered into this _____ day of _____, 20____ by and between **Pinnacle Staffing Solutions, Inc.** (hereby referred to as Agency) and

(hereby referred to as Client).

1.) Client has engaged **Agency** to provide HEALTHCARE PROFESSIONALS. (hereby referred to as Service Provider) (SEE SERVICE LINES) on a contractual basis.

2.) BILLINGS AND PAYMENT. Agency will provide Client on a weekly basis, an Invoice based on the Service Provider's approved timesheet. Invoices are due upon receipt, Invoices that are unpaid for greater than thirty (30) days will be charged a late fee of 10% ten percent. Payment should be sent to Pinnacle Staffing Solutions, Inc. at 2559 Nursery Rd, Suite B, Clearwater, FL 33764.

3.) CONVERSION FEES. In the event Client hires the Service Provider, Client agrees to pay a Conversion fee of 20% of the first year's base salary. If the Client has paid for 8 weeks of temporary staffing services, the fee will be reduced to 15% of the first year's base salary. If Client has paid for 12 weeks of temporary staffing services, the fee will be reduced to 10% of the first year's base salary, with no guarantee.

4.) RECURRING USE. In the event Client has Service Provider or any other entity in which Service Provider has an interest, return within twenty-four months (24) from end date of their assignment, including direct hire or providing services to the same or any other affiliated center(s), or third parties, payment for such services is due Agency.

5.) TERMINATION. If the Service Provider selected by Client fails to meet the Client's requirements and is terminated, Agency has the right to replace Service Provider.

6.) CONFIDENTIALITY. The Service Provider's information: curriculum vitae, resume, profile, reference information and contact information are solely for the use of the hiring authority of the Client and shall be held in the strictest confidence and may not be divulged to third parties, or any parties, except as required by law.

7.) OWNERSHIP. Service Providers submitted to

Client by Agency will be conclusively presumed to have been introduced to the Client by Agency unless the Client notifies Agency in writing and provides documentation that the Client already has the resume for this Service Provider, within twenty-four (24) hours of initial presentation.

8.) REFERENCES AND BACKGROUND checks have been obtained by Agency from sources believed to be reliable; however, because of the possibility of human error or less than full disclosure or misrepresentation of facts by these sources or others, Agency does not guarantee the accuracy, adequacy, or completeness of any information, and is not responsible for any errors or omissions or the results obtained from the use of such information. Agency disclaims personal knowledge of facts or information obtained on any professional and makes no warranties either expressed or implied. Applicable licenses will be verified through appropriate agencies.

9.) LITIGATION. In the event of litigation arising out of the failure of either party to comply with the terms of this Agreement, Agency requires 1 day of mediation prior to filing, after which the non-prevailing party will pay all expenses, including a reasonable attorney's fee, incurred by the other party because of this failure.

10.) INDEMNIFICATION. Client will indemnify Agency against any claims arising out of or related to Client's workplace, including but not limited to workplace safety, discrimination, and harassment, including wage & hour disputes when Client is responsible for time tracking. Agency may use a third-party employer of record (EOR) for workers compensation and payroll purposes. The EOR, if applicable is listed on Client Confirmation. Client will keep all applicable records related to injury and illness including post-exposure follow-up requirements, and immediately notify EOR if Client becomes aware that Service Provider is ill, injured or exposed and cooperate with EOR in the administration of post exposure protocols. Client shall provide EOR with copies of all records and documents related to its compliance with this section upon request.

11.) HEALTHCARE SAFETY, TRAINING, ORIENTATION Client will provide adequate orientation and safety training to each Service Provider. At a minimum, these programs will include: Occupational Exposure to Bloodborne Pathogens, Clients Exposure Control Plan,

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Client's Hazard Communication Program, site specific information relative to location of protective equipment, site procedures and hazard signage. Client shall provide Contractor with personal protective equipment and other supplies necessary to comply with applicable regulatory guidelines.

12.) **DIVERSITY.** Agency is an equal opportunity Agency and is committed to providing equal opportunity in all practices, which affect Service Providers and applicants for employment. Agency will ensure that decisions affecting Service Providers are made without regard to race, color, religion, sex, national origin, age, disability, or any other protected status. This policy is administered in accordance with federal laws (including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, Age Discrimination in the Employment Act of 1967, as amended, Equal Pay Act of 1963, as amended, Americans with Disabilities Act of 1990, as amended) and all other applicable state or local law prohibiting discriminatory acts.

13.) **DEFINITIONS.** Applicable to this agreement: "Service Provider" means a person directly referred to Client by Agency. "Refer" means the disclosure by Agency of the identity of a Professional either orally or in writing. "Service Relationship" means Client's engagement of services of the Service Provider in any capacity.

14) **SERVICE LINES (2023 AVERAGE RATES)**

Medical Physicist 1099 *ALL	\$225 - \$295
Dosimetrist 1099 *ALL	\$125 - \$165
Dosimetrist W2 **+XP	\$ 95 - \$120
Radiation Therapist W2 ARRT(T)**+XP	\$ 70 - \$ 95
Radiologic Technologist W2 **+XP	\$ 70 - \$ 95
ARRT(R):(N)(CT)(MRI)Ultrasound, Echo	
Manager/Director Radiation Onc	\$106 - \$166
Manager/Director Radiology/Imaging	\$ 86 - \$146

***ALL INCLUSIVE RATES ARE FOR 1099** and include Airfare, Housing, transportation, hourly pay rate, any incidental expenses, and per diem.

****WEEKLY EXPENSE ARE FOR W2** and are the amount of the government allowance for housing, food and often transportation. (Average \$1200-1800/week) This amount is paid directly to the Service Provider.

The **ASSIGNMENT CONFIRMATION** will include the specific costs associated with the Service Providers selected.

15.) **GENERAL PROVISIONS:** Unless requested in advance, Rates are based upon:

SCHEDULED HOURS/OVERTIME.

Rates are based on a 40 hour guarantee work week. A minimum of eight hours is charged for any normal workday missed due to machine problems, early departmental closing, inclement weather, and coverage extending over a holiday. Rates will not be charged if the Service Provider does not work due to sickness or personal time off request in first 26 weeks.

EPIDEMIC/PANDEMIC, if an assignment is interrupted and department closes or traveler is quarantined, Client will offer, when feasible, the ability to work remotely. If not, Client would only be responsible for the travel expense amount outlined in the Client Confirmation.

TRAVEL TIME. If an assignment requires a Service Provider to drive to and from, or between sites, the Institution will be charged the normal hourly rate for all driving time involved. (Example: mobile units, assignments requiring Service Provider to be on more than one job site a day.)

OVERTIME RATE will be charged in accordance with laws of state and federal laws, for any shifts in excess of the scheduled eight (8), ten (10) or twelve (12) hour day.

CALL BACK RATES are per hour, and will be billed for each hour worked when the Service Provider is called in. A minimum charge of two (2) hours will be billed, regardless of the actual time spent.

HOLIDAY RATES: Holiday rates are billed when work is performed on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas. Otherwise, the pay rate is eight (8) hours **REGULAR TIME** if the assignment extends over a holiday.

CANCELLATION: There will be a charge for reimbursement of travel expenses if the Client cancels within seven (7) days of the start date on the Assignment Confirmation. For cancellations occurring after commencement of work, two (2) weeks of notice is required.

LONG TERM CONTRACTS: After completion of 26 weeks of full-time service via a single assignment or extensions, Client will be responsible for one day of **PAID VACATION/PERSONAL** accrued each month, from the start date, totaling 12 per year.

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16.) This **AGREEMENT** will be construed according to governed by the laws of the State of Florida, without regard to the State's conflicts of law principles. This Agreement and the Assignment Confirmations contain all agreements of the parties relating to the subject matter hereof and will not be amended or modified except by an agreement in writing executed by all parties hereto, executed and effective as of the date of this agreement.

CLIENT:

By: _____

Name: _____

Title: _____

AGENCY: **PINNACLE STAFFING SOLUTIONS, INC.**

By: _____

Name: Tami L Canterbury, Vice President