

California Traveler Template:
Acceptance, Auto-Contract, & Margin

The following Traveler has been accepted:

A Traveler Has Been Accepted (Acceptance)

Placement Details

Compliance Team:	Mint Team
Traveler Type:	CN
Traveler:	Silvana Hernandez
Offer Type:	Acceptance
Facility Name:	Redlands Community Hospital
Facility Location:	350 Terracina Blvd Redlands, CA 92373-4897
Account Manager Notes:	
Compliance Due Date:	7/8/2020
Recruiter Name:	Sondra Ryle
Front End:	Cayce Calvi
Account Manager:	Rebecca Tarrab
Sales person:	Chad Clark
Specialty:	Telemetry RN
Position Title:	Tele RN
Shift:	12 HR AM
Shift other:	
Start Date:	7/13/2020
End Date:	9/5/2020
Approved time off:	None
Weeks:	7 Weeks 6 Days
Guarantee:	36 Hrs
VMS:	DIRECT
Billing Group:	

Portal:	DIRECT
Health System:	Beaver Medical Group
Traveler Information	
Current Address:	8605 sparrow desert ave
City:	Las Vegas
State:	NV
Zip:	89148
Phone1:	(512)767-2767
Phone2:	
Email:	silvana2003h@yahoo.com
Facility Information	
Facility Name:	Redlands Community Hospital
Facility Location:	350 Terracina Blvd Redlands, CA 92373-4897
Week Start/End:	Sunday/ Saturday
Cancellation Policy:	none
Admin Fee:	0
Is Admin Fee deducted from bill rate? :	No
Cancellation Fee:	\$0.00
Compliance Due Date:	7/8/2020
Call requirements:	No
Facility Testing:	n/a
Pass/Fail Testing::	No
Net Bill Rates	
Send invoice to:	Facility
Net Bill Rate:	\$92.00
Net OT Bill Rate:	\$138.00

Net DT Bill Rate:	\$138.00
Net On Call Bill Rate:	\$10.00
Net Call back Bill Rate:	\$138.00
Net Charge Bill Rate:	10
Net Holiday:	\$138.00

Margin Bill Rates

Margin Bill Rate:	\$92.00
Margin OT Bill Rate:	\$138.00
Margin DT Bill Rate:	\$138.00
Margin On Call Bill Rate:	\$10.00
Margin Call back Bill Rate:	\$138.00
Margin Charge Bill Rate:	\$10.00
Margin Holiday:	\$138.00
Non Billable Orientation:	0
Orientation billable hours:	0
Orientation billable reduced rate:	0
Billing Notes:	1.5 OT after 40
Time Tracking Method:	Timesheet
Standard Contract Rates:	
Account Manager Notes:	
Traveler agreement notes:	

Pay Information

Base Pay Rate:	\$27.33 TA
Weekly Per Diem:	\$1,176.00
Perdiem Spread:	36
OT Pay Rate:	\$95.66

OT Pay Rate:	\$95.66
On Call Pay Rate:	\$5.00
Charge pay Rate:	0
Bonus:	0
Payout Bonus:	None
Payout Special Requests:	QUICK START - Please set up DT right away; Pay is \$60/TA for hours up to 36
Special Requests:	QUICK START - Please set up DT right away; Pay is \$60/TA for hours up to 36
Drug Testing City State and Zip Code:	
City:	Las Vegas
State:	NV
Zip:	89148
Source:	
Air Transportation	
Air Transportation Needed:	No
Lodging	
Lodging Required:	Yes
Special Requests:	

☒ Truststaff Travel Nurses

☐ Truststaff Medical Connections

☐ Truststaff Services

☐ Not california Contract

☒ California Contract

Healthcare Worker Acceptance Agreement

This Healthcare Worker Acceptance Agreement (this "Agreement") is executed this Day of , 20

between Silvana Hernandez ("Healthcare Worker") and trustaff Travel Nurses, LLC ("trustaff") .
WHEREAS, trustaff provides temporary healthcare professionals to its clients at the client's facilities; and

WHEREAS, Healthcare Worker has agreed to accept an Assignment (as defined below) with trustaff on the terms and conditions set forth herein.

Now, therefore, based upon mutual promises and covenants contained in this Agreement, the receipt and sufficient of which are hereby acknowledged, the parties agree as follows

1. **Employment** Silvana Hernandez shall be an at-will employee of trustaff. Silvana Hernandez has agreed to accept the assignment (the "Assignment").

a. Assignment Location, Term, and Unit.

i. Client Facility:

City:

ii. Length of Assignment:

iii. Assignment Dates:

i. Start Date:

ii. Completion Date:

☒ Not Per Diem ☐ Per Diem - No Completion Date ☐ Per Diem - OPEN Completion Date

iv. Primary Unit:

v. Required to Float (where competent & qualified):

☒ Yes ☐ No

vi. Work week start: Ends:

vii. Requested Time Off: If Silvana Hernandez has any scheduling conflicts which fall within the Assignment Dates, please list here and trustaff will advise Client of the request:

b. Pay Rate.



Not California



California



Alaska

i. Base Pay: \$ 27.33 / hr for hours worked up to 8 in one day, up to 40 in one week;



TA All-Taxable

ii. Base Pay: \$ 40.995 / hr for hours worked after 8 in one day, up to 12 hours in one day.

iii. Double Time Pay: \$ 54.66 / hr for hours worked after 12 in one day.

iv. Meals, incidentals and housing per diem subsidy: \$ 1176.00 / week - Through 36 (subject to to be prorated in accordance with paragraph 5(a))

v. Overtime Pay: \$ 95.66 / hr for hours worked after 40. Overtime shall be paid in accordance with the laws of the state where client is located.

vi. On Call Pay: \$ 5.00 / hr - delete if not applicable to assignment

vii. Call Back Pay before 40 hours: \$ 27.33 / hr

viii. Call Back Pay After 40 hrs: \$ 95.66 / hr

ix. Call Back more than 8 hrs: \$ 41.00 / hr

x. Call Back more than 12 hrs: \$ 54.66 / hr

xi. Charge Regular Rate: \$ 27.33 / hr

xii. Charge Rate Greater than 8: \$ 41.00 / hr

xiii. Charge Greater than 12: \$ 54.66 / hr

xiv. Charge Greater than 40: \$ 95.66 / hr

xv. Orientation Rate: \$ 0.00 / hr

Mileage Reimbursement rate: 0.00

c. Additional Items:

Bonus Type: Loyalty/Extension

Bonus Amount:

Date to be Paid:

Add New Bonus

There are no bonuses

By signing below, Silvana Hernandez confirms receipt of Pay Plan Descriptions.

2. Minimum Hours; Shift Changes; Termination; Client Shift Cancellation Policy – insert if applicable or delete).

a. [Subject to Section d below – insert if Client has a shift cancellation policy.]

36

Weekly

Client will schedule for a minimum of 36 hours per week (or 72 hours total if Client schedules on a bi-weekly basis) (the "Minimum Hours"). BR*Facility will not guarantee hours for units closed on holidays during the week that the holiday falls. BR*Facility will not guarantee hours during the first week of assignment.

b. If Silvana Hernandez (i) is unable to work a scheduled shift or (ii) needs to request a change to the work schedule determined by Client (i.e. call offs, shift changes, time off, etc), Silvana Hernandez must communicate such request directly to Client and notify trustaff. During any scheduling period that Silvana Hernandez fails to work a scheduled shift, requests a change to the work schedule or volunteers for a shift cancellation, Silvana Hernandez shall not be entitled to the Minimum Hours for such scheduling period.

c. Silvana Hernandez further agrees and acknowledges that all terms and conditions of this Agreement are subject to the Client's right, in its sole and absolute discretion, to modify, amend or otherwise terminate the Assignment and such revisions and/or termination shall immediately amend, modify or terminate this Agreement, as the case may be, as if fully incorporated herein and without any further action required by the parties hereto. Any exercise by the Client of its right to modify, amend or otherwise terminate this Agreement shall not result in a breach of this Agreement by trustaff or otherwise affect the Silvana Hernandez's obligations hereunder.

d. [Insert Shift Cancellation Policy]

none

3. **Compensation.** Silvana Hernandez shall be an hourly employee and will be paid at the Base Rate for all hours worked up to 40 hours per Work Week. Overtime will be calculated according to the laws of the state where the Client is located. [If applicable to the Assignment include the following: The Client may assign Silvana Hernandez to be "on-call" and Silvana Hernandez shall be paid at the On-Call Rate for each of on-call services requested by Client.]

4. **Conditions of Compensation.**

- a. Each week, Silvana Hernandez must submit trustaff timesheets to trustaff regardless of the timekeeping system used by the Client. Failure to timely remit accurate timesheets MAY result in a delay in preparing Silvana Hernandez's payroll check.
- i. If the Client DOES NOT USE its own timekeeping system, then the trustaff timesheets MUST be signed by an authorized manager of the Client before submission to trustaff.
- ii. If the Client DOES USE its own timekeeping system, then the clock report generated by the Client shall be used to verify the timesheets submitted by. IF THERE IS A DISCREPANCY BETWEEN THE TIMESHEETS SUBMITTED BY Silvana Hernandez AND THE CLOCK REPORT GENERATED BY THE CLIENT, THEN Silvana Hernandez ACKNOWLEDGES AND AGREES THAT TRUSTAFF WILL PAY THE Silvana Hernandez BASED UPON THE CLIENT GENERATED CLOCK REPORTS. Silvana Hernandez MAY RESOLVE ANY SUCH DISCREPANCY BY FOLLOWING THE REQUIREMENTS OF THE CLIENT AND, IF SUCH RESOLUTION REFLECTS ADDITIONAL TIME WORKED BY Silvana Hernandez, THEN TRUSTAFF WILL PAY Silvana Hernandez FOR SUCH HOURS AT THE END OF THE PAY PERIOD FOLLOWING SUCH RESOLUTION.

5. **Meals, Incidentals, Travel and Lodging Expenses.**

- a. trustaff will pay Silvana Hernandez meals, incidentals and housing per diem subsidy in the amount set forth in Section 1(b)(iii) for all meals/incidental and housing expenses (the "Meals/Incidentals/Housing per Diem"). The Meals/Incidental and housing Per Diem will be paid in arrears with the regular weekly (or biweekly, if applicable) paycheck. The amount of the Meals/Incidental/Housing Per Diem shall be adjusted proportionately (i) for the first and last week of the Assignment, if necessary and (ii) for any assigned days Silvana Hernandez does not work.
- b. All travel, transportation, commuting, parking and related expenses shall be the sole responsibility of Silvana Hernandez.
- c. If Silvana Hernandez does not complete the Permanent Tax Residence Form, then the Meal/Incidentals/Housing Per Diem WILL BE TAXABLE. If Silvana Hernandez fails to meet or fails to continue to meet the requirements set forth in the Permanent Tax Residence Form, then the Meals/Incidentals/Housing Per Diem WILL BE TAXABLE.
- d. Silvana Hernandez shall notify trustaff promptly of any change in the Silvana Hernandez's permanent tax residence. An updated Permanent Tax Residence Form must be submitted to trustaff at the beginning of each new assignment.

5. Meals, Incidentals, Travel and Lodging Expenses.

- a. trustaff will pay Silvana Hernandez meals, incidentals and housing per diem subsidy in the amount set forth in Section 1(b)(iii) for all meals/incidental and housing expenses (the "Meals/Incidentals/Housing per Diem"). The Meals/Incidental and housing Per Diem will be paid in arrears with the regular weekly (or biweekly, if applicable) paycheck. The amount of the Meals/Incidental/Housing Per Diem shall be adjusted proportionately (i) for the first and last week of the Assignment, if necessary and (ii) for any assigned days Silvana Hernandez does not work.
- b. All travel, transportation, commuting, parking and related expenses shall be the sole responsibility of Silvana Hernandez .
- c. If Silvana Hernandez does not complete the Permanent Tax Residence Form, then the Meal/Incidentals/Housing Per Diem WILL BE TAXABLE. If Silvana Hernandez fails to meet or fails to continue to meet the requirements set forth in the Permanent Tax Residence Form, then the Meals/Incidentals/Housing Per Diem WILL BE TAXABLE.
- d. Silvana Hernandez shall notify trustaff promptly of any change in the Silvana Hernandez 's permanent tax residence. An updated Permanent Tax Residence Form must be submitted to trustaff at the beginning of each new assignment.

6. Housing and Travel Arrangements. Silvana Hernandez shall be responsible, at Silvana Hernandez 's sole expense, for securing any and all travel arrangements to and from Client's locations and all transportation and housing needs during the term of the Assignment. Silvana Hernandez expressly agrees and acknowledges that trustaff shall not assist, arrange or otherwise provide any housing, transportation or travel arrangements or any other accommodations to or on behalf of Silvana Hernandez . Except for the Meals and Incidentals Subsidy and the Housing Subsidy which will be paid in accordance with Paragraph 5 above, trustaff shall not be responsible or liable for any costs, fees or other expenses incurred by Silvana Hernandez for any such housing, transportation or travel arrangements or other accommodations or any other living expenses incurred by Silvana Hernandez at any time.

7. Background Check. Silvana Hernandez acknowledges and agrees that trustaff will not guarantee this Assignment or future employment with trustaff if the results of Silvana Hernandez 's background check and/or drug screen are unsatisfactory to trustaff in its sole judgment. In the event that trustaff determines, in its sole judgment, that results are unsatisfactory, then trustaff may, at its option, terminate this Agreement.

8. Arbitration. Silvana Hernandez and trustaff agree to resolve all disputes and claims related to this Agreement and/or any dispute related to Silvana Hernandez 's employment with trustaff to binding arbitration rather than going to court. The details of the arbitration procedure are outlined in the Employee Traveler Handbook. Silvana Hernandez and trustaff agree that all such disputes and claims will only be arbitrated on an individual basis, and that both parties waive the right to participate in or receive money from any class, collective, or representative proceeding.

9. Damages. If Silvana Hernandez fails to complete the Assignment or otherwise materially breached this Agreement, and Client charges trustaff cost, fees and/or other damages (the "Damages") in connection with Silvana Hernandez 's failure to complete the Assignment or other material breach of this Agreement, such Damages shall be the sole responsibility of Silvana Hernandez and Silvana Hernandez shall promptly reimburse trustaff for such Damages. Upon the occurrence of any breach of this Agreement or any Assignment by Silvana Hernandez , trustaff may terminate this Agreement as of the date of such breach.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Further, in the event of any claim or cause of action arising from this Agreement, Silvana Hernandez and trustaff consent to the exclusive jurisdiction of the Federal District Court of the Southern District of Ohio and/or state courts of Hamilton County, Ohio.

11. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Agreement shall be construed as if such invalid part were never included herein.

12. Headings. The headings of articles, sections, paragraphs and subparagraphs in this Agreement are for convenience of reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

13. Entire Agreement. The parties to this Agreement understand and agree that this Agreement contains the entire Agreement regarding the subject matter of this Agreement. No prior or contemporaneous agreement, statement, promise or representation (either made orally or in writing) relating to the subject matter of this Agreement shall be valid or binding unless set forth in this Agreement.

Position: ▼ Telemetry RN

Account Manager: Rebecca Tarrab ▼

EXHIBIT B

CALIFORNIA MEAL PLAN

Dear :

Since you have accepted a travel assignment in California, you are required to complete the attached Meal Period for California Healthcare Employees Form.

In accordance with California law, any employee who works a shift exceeding 10 hours (i.e., 12 hours) is required to take two 30-minute meal periods. However, there is an exception for healthcare employees who wish to waive their second meal period. Therefore, the following options are available to you when working a shift exceeding 10 hours:

Option 1: Take two 30-minute meal periods – these periods you will be relieved of all duty and you will not be paid during these meal periods; or

Option 2: Take one 30-minute meal period and waive the second meal period. During the 30-minute meal period, you will be relieved of all duty and you will not be paid.

If you choose Option 1 ("Decline"), please sign the top portion of the attached Form: "Decline to Waive." When working 12 hour shifts (on which a facility will generally schedule you for 12½ hours), you will be paid for 11.5 hours (or 11 hours in the event that the facility only scheduled you for 12 hours) since you are taking two 30-minute meal breaks. Please sign the top portion of the attached Form: "Decline to Waive." (If you elect this Option 1 on the Form, you must take the second meal period every time you work more than 10 hours. As this is California law, failure to comply may result in disciplinary action.)

If you choose Option 2 ("Waiver"), please sign the bottom portion of the attached Form: "Waiver of Meal Period." When working 12 hour shifts (on which a facility will generally schedule for 12½ hours), you will be paid for 12 hours (or 11½ hours in the event the facility only schedules you for 12 hours) and you will be required to take one 30-minute meal break. Please sign the bottom portion of the attached Form: "Waiver of Meal Period."

If you choose Option 2 ("Waiver") and decide that you would like to take both 30-minute meal periods, then you can revoke this waiver by giving the facility one day's notice.

Please return the attached Meal Period Form for California Employees by fax to your trustaff as soon as possible. You may submit a new Form at any time if you wish to change the option you have chosen.

Please sign one of the following options and fax to trustaff.

Option 1: Decline To Waive Meal Period

I understand that by signing below, I will be required to take all meal periods to which I am entitled when working shifts in excess of 10 hours. Taking the second meal period will result in my working and being paid for 11.5 hours in a standard 12.5-hour shift. At this time, I choose not to exercise my right to waive one meal period. I will ensure that all meal periods are taken and documented accordingly on my timesheet.

I acknowledge that I have read this document, understand it and agree to its provisions (including that I will be paid 11.5 hours when working a 12.5 hour shift).

Option 2: Waiver of Meal Period

I understand that by signing below, I will be required to take only one meal period when working shifts in excess of 10 hours. Taking only one meal period will result in my working and being paid for 12 hours in a standard 12.5-hour shift. I understand that under California law I have this right to waive one of the two meal periods. I also understand that I, or the Company, may revoke this "Waiver of Meal Period" at any time by providing at least one day's advance notice in writing. This waiver will remain in effect until it is revoked. I will ensure that all meal periods are taken and documented accordingly on my timesheet.

I acknowledge that I have read this document, understand it and agree to its provisions, including that I will be paid 12 hours when working a 12.5 hour shift.

EXHIBIT C**CALIFORNIA NOTICE TO EMPLOYEES****NOTICE TO EMPLOYEE****LABOR CODE SECTION 2810.5**

EmployeeName	start Date	Rate(s) of Pay	Allowances	Regular Payday	
		See attached Contract		see attached contract	Weekly: Every Friday
Legal Name of Hiring Employer		Trade name: Doing	Entigy for whom Employee shall perform work:		
trustaff Travel Nurses,LLC.		trustaff	See attached contract		
Employer Address		City	State	Zip	Phone Number
4675 Cornell Road		Cincinnati	OH	45241	513-272-3999
Employer's Worker's Compensation		Wesco Address	City/State	Zip	
Wesco		874 walker road suite C	Dover, DE	19904	877-528-7878

PAID SICK LEAVE

Unless exempt, the employee identified above on this Notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:

- May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
- Has the right to request and use accrued paid sick leave;
- May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
- Has the right to file a complaint against an employer who retaliates.

The employee shall accrue 1 hour of paid sick leave per 30 hours worked and no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.

Labor Code § 2810.5(b) requires the employer to notify employees in writing of any changes to the information set forth in this Notice within seven calendar days of any such

ACKNOWLEDGEMENT OF RECEIPT

By signing below, I acknowledge that I have been provided with, and have read, the written Notice above. This Notice does not change my status as an at-will employee.

Contract Control Code: Cincinnati Nursing

Assign Contract

Margin Calculator

Redlands Community Hospital
Telemetry RN
8 Weeks
Silvana Hernandez

CalculateSaveView Records

Position Details

Position:
Telemetry RN

Location:
Redlands

State:
CA

Zip Code:
92373

Weeks:
8

Guarantee:
36

Shifts/Wk:
3

Hrs/Shift:
12

Non-Bill Orient.
0

Billing Details

Reg. Rate:
92.00

OT Rate:
138.00

On Call Rate:
10.00

VMS %:
0.00

Custom OT/8 Rate:
☐

OT over X:
40

Over 8 Rate:

Bill Orient. Rate:

Bill Orient Hrs:

Bill Orientation:
☐

GSA Detail

GSA Lodging:
749.00

Meals/Incident:
427.00

Per Diem Total:
1176.00

Pay Details

Desired Rate:
27.33

Reg. Rate:
27.33

OT Flat Multiplier:
3.50

OT Flat Rate:
\$95.66

Comp. Bonus:
0.00

Weekly Bonus:
0.00

Spread PerDiem:
36

Other Bonus:
0.00

Fees

Compliance:
0.00

PrePlacement:
0.00

Other:
0.00

Hourly

Payroll Earnings: 27.33
Per Diem: \$32.67
Estimated Total: \$60.00

Gross Weekly

Payroll Earnings: \$983.88
Per Diem: \$1,176.00
Estimated Total: \$2,159.88

Estimated Net

Payroll Earnings: \$787.10
Per Diem: \$1,176.00
Estimated Total: \$1,963.10

Margin Details

Gross Margin: 25.31%
Weekly Profit: \$838.27
Total Hours: 288
Billable Hours: 288
Payable Hours: 288

Assignment

Payroll Earnings: \$7,871.04
Per Diem: \$9,408.00
Estimated Total: \$17,279.04

CA Blended Rate

First 8 Hrs.: \$27.33
OT Over 8:
OT Over 40: