

**All-Taxed Traveler Agreement Template:**  
**Acceptance, Auto-Contract, & Margin**

The following Traveler has been accepted:

# A Traveler Has Been Accepted (Acceptance)

## Placement Details

Compliance Team:	Purple Team
Traveler Type:	CN
Traveler:	Melissa Cartagena
Offer Type:	Acceptance
Facility Name:	University of Cincinnati Medical Center
Facility Location:	234 Goodman Street Cincinnati, OH 45219-2316
Account Manager Notes:	MyKnowledge Modules have to be completed prior to starting. EKG test is pass/Fail they have two attempts to take it. Study guide provided.
Compliance Due Date:	7/8/2020
Recruiter Name:	Emily Carey
Front End:	None
Account Manager:	Shannon Jones
Sales person:	Robert Carmen
Specialty:	ICU/CCU RN
Position Title:	RN
Shift:	12 HR PM
Shift other:	
Start Date:	7/8/2020
End Date:	10/17/2020
Approved time off:	8/27-9/9
Weeks:	14 Weeks 4 Days
Guarantee:	36 Hrs
VMS:	DIRECT
Billing Group:	

Portal:	DIRECT
Health System:	University Health
<b>Traveler Information</b>	
Current Address:	
City:	
State:	
Zip:	
Phone1:	(513)371-4294
Phone2:	
Email:	<a href="mailto:melissa_cartagena@yahoo.com">melissa_cartagena@yahoo.com</a>
<b>Facility Information</b>	
Facility Name:	University of Cincinnati Medical Center
Facility Location:	234 Goodman Street Cincinnati, OH 45219-2316
Week Start/End:	Sunday/ Saturday
Cancellation Policy:	3 shift per contract
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:	MyKnowledge Modules
Pass/Fail Testing:	Yes
Pass/Fail Testing Notes:	EKG
<b>Net Bill Rates</b>	
Send invoice to:	Facility
Net Bill Rate:	\$68.00

<b>Net OT Bill Rate:</b>	\$102.00
<b>Net DT Bill Rate:</b>	\$0.00
<b>Net On Call Bill Rate:</b>	\$10.00
<b>Net Call back Bill Rate:</b>	\$102.00
<b>Net Charge Bill Rate:</b>	10
<b>Net Holiday:</b>	\$102.00

## Margin Bill Rates

<b>Margin Bill Rate:</b>	\$68.00
<b>Margin OT Bill Rate:</b>	\$102.00
<b>Margin DT Bill Rate:</b>	\$0.00
<b>Margin On Call Bill Rate:</b>	\$10.00
<b>Margin Call back Bill Rate:</b>	\$102.00
<b>Margin Charge Bill Rate:</b>	\$10.00
<b>Margin Holiday:</b>	\$102.00
<b>Non Billable Orientation:</b>	0
<b>Orientation billable hours:</b>	N/A
<b>Orientation billable reduced rate:</b>	N/A
<b>Billing Notes:</b>	OT after 40
<b>Time Tracking Method:</b>	API: bi-weekly report
<b>Standard Contract Rates:</b>	
<b>Account Manager Notes:</b>	MyKnowledge Modules have to be completed prior to starting. EKG test is pass/Fail they have two attempts to take it. Study guide provided.
<b>Traveler agreement notes:</b>	7p-7a

## Pay Information

<b>Base Pay Rate:</b>	\$18.00 All-Taxable
<b>Weekly Per Diem:</b>	\$0.00

Perdiem Spread:	36
OT Pay Rate:	\$63.00
On Call Pay Rate:	\$5.00
Charge pay Rate:	5
Bonus:	900
Payout Bonus:	Weekly
Payout Special Requests:	**Quick start, please rush all compliance and testing so she can have it to complete this weekend**
Special Requests:	**Quick start, please rush all compliance and testing so she can have it to complete this weekend**
Drug Testing City State and Zip Code:	
City:	Fairfield
State:	OH
Zip:	45014
Source:	
Air Transportation	
Air Transportation Needed:	No
Lodging	
Lodging Required:	No

☒ 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 Melissa Cartagena ("Healthcare Worker") and truststaff Travel Nurses, LLC ("truststaff")  .

WHEREAS, truststaff 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 truststaff 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** Melissa Cartagena shall be an at-will employee of truststaff. Melissa Cartagena has agreed to accept the assignment (the "Assignment").

**a. Assignment Location, Term, and Unit.**

i. Client Facility:

Cincinnati

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:

This assignment is contingent upon the passing of facility testing.

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

☒ Yes ☐ No

vi. Work week start:  Ends:

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

b. Pay Rate.



Not California



California



Alaska

i. Base Pay: \$ 18.00 / hr for hours up to 40 ▼



TA All-Taxable

ii. Meals, incidentals and housing per diem subsidy: \$ 0.00 / week - Through 36 ▼ (subject to to be prorated in accordance with paragraph 5(a))

iii. Overtime Pay: \$ 63.00 / hr for hours worked after 40. Overtime shall be paid in accordance with the laws of the state where client is located.

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

v. Call Back Pay before 40 hours: \$ 63.00 / hr

vi. Call Back Pay After 40 hrs: \$ 27.00 / hr

vii. Charge Regular Rate: \$ 18.00 / hr

viii. Charge Greater than 40: \$ 27.00 / hr

ix. Orientation Rate: \$ 0.00 / hr

Mileage Reimbursement rate: 0.00

c. Additional Items:

Bonus Type: Loyalty/Extension ▼

Bonus Amount: [REDACTED]

Date to be Paid: [REDACTED]

Add New Bonus

	Bonus Type	Amount	Date To Be Paid
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	7/17/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	7/24/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	7/31/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	8/7/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	8/14/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	8/21/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	8/28/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	9/4/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	9/11/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	9/18/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	9/25/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	10/2/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	10/9/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Weekly	900.00	10/16/2020
<a href="#">Edit</a> <a href="#">Delete</a>	Bonus (other)	900.00	10/23/2020

Charge Rate: \$5/hr added to base when candidate works charge.\*BR\*  
Candidate must note this on timesheet and have approval signature in order to receive this pay.\*BR\*

By signing below, Melissa Cartagena 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.\*BR\*If candidate requests any time off during the week, the facility will not guarantee weekly hours.

b. If Melissa Cartagena (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), Melissa Cartagena must communicate such request directly to Client and notify trustaff. During any scheduling period that Melissa Cartagena fails to work a scheduled shift, requests a change to the work schedule or volunteers for a shift cancellation, Melissa Cartagena shall not be entitled to the Minimum Hours for such scheduling period.

c. Melissa Cartagena 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 Melissa Cartagena's obligations hereunder.

d. [Insert Shift Cancellation Policy]

3 shift per contract

**3. Compensation.** Melissa Cartagena 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 Melissa Cartagena to be "on-call" and Melissa Cartagena shall be paid at the On-Call Rate for each of on-call services requested by Client.]

**4. Conditions of Compensation.**

- a. Each week, Melissa Cartagena 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 Melissa Cartagena'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 Melissa Cartagena AND THE CLOCK REPORT GENERATED BY THE CLIENT, THEN Melissa Cartagena ACKNOWLEDGES AND AGREES THAT TRUSTAFF WILL PAY THE Melissa Cartagena BASED UPON THE CLIENT GENERATED CLOCK REPORTS. Melissa Cartagena MAY RESOLVE ANY SUCH DISCREPANCY BY FOLLOWING THE REQUIREMENTS OF THE CLIENT AND, IF SUCH RESOLUTION REFLECTS ADDITIONAL TIME WORKED BY Melissa Cartagena, THEN TRUSTAFF WILL PAY Melissa Cartagena FOR SUCH HOURS AT THE END OF THE PAY PERIOD FOLLOWING SUCH RESOLUTION.



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

- a. trustaff will pay Melissa Cartagena 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 Melissa Cartagena does not work.
- b. All travel, transportation, commuting, parking and related expenses shall be the sole responsibility of Melissa Cartagena .
- c. If Melissa Cartagena does not complete the Permanent Tax Residence Form, then the Meal/Incidentals/Housing Per Diem WILL BE TAXABLE. If Melissa Cartagena 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. Melissa Cartagena shall notify trustaff promptly of any change in the Melissa Cartagena '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.** Melissa Cartagena shall be responsible, at Melissa Cartagena '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. Melissa Cartagena 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 Melissa Cartagena . 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 Melissa Cartagena for any such housing, transportation or travel arrangements or other accommodations or any other living expenses incurred by Melissa Cartagena at any time.

**7. Background Check.** Melissa Cartagena acknowledges and agrees that trustaff will not guarantee this Assignment or future employment with trustaff if the results of Melissa Cartagena '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.** Melissa Cartagena and trustaff agree to resolve all disputes and claims related to this Agreement and/or any dispute related to Melissa Cartagena '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. Melissa Cartagena 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 Melissa Cartagena 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 Melissa Cartagena 's failure to complete the Assignment or other material breach of this Agreement, such Damages shall be the sole responsibility of Melissa Cartagena and Melissa Cartagena shall promptly reimburse trustaff for such Damages. Upon the occurrence of any breach of this Agreement or any Assignment by Melissa Cartagena , 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, Melissa Cartagena 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:

Account Manager:

Contract Control Code:

**Assign Contract**

# Margin Calculator

University of Cincinnati Medical Center  
MS/TELE RN  
15 Weeks  
Melissa Cartagena

Calculate

Save

View Records



## Position Details

Position:

MS/TELE RN ▼

Location:

Cincinnati

State:

OH

Zip Code:

45219

Weeks:

15

Guarantee:

36

Shifts/Wk:

3

Hrs/Shift:

12

Non-Bill Orient.

0

## Hourly

Payroll Earnings:

Per Diem:

Estimated Total:

## Gross Weekly

Payroll Earnings:

Per Diem:

Estimated Total:

## Estimated Net

Payroll Earnings:

Per Diem:

Estimated Total:

## Margin Details

Gross Margin:

Weekly Profit:

Total Hours:

Billable Hours:

Payable Hours:

## Assignment

Payroll Earnings:

Per Diem:

Estimated Total:

## CA Blended Rate

First 8 Hrs.:

OT Over 8:

OT Over 40:

## Billing Details

Reg. Rate:

68.00

OT Rate:

102.00

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:

1001.00

Meals/Incident:

532.00

Per Diem Total:

0.00

## Pay Details

Desired Rate:

18.00

Reg. Rate:

18.00

OT Flat Multiplier:

3.50 ▼

OT Flat Rate:

63.00

Comp. Bonus:

0.00

Weekly Bonus:

900.00

Spread PerDiem:

36

Other Bonus:

0.00

## Fees

Compliance:

0.00

PrePlacement:

0.00

Other:

0.00