PILLAR HEALTHCARE STAFFING

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Email: info@pillarhealthcarestaffing.com

ALL TIMESHEETS MUST BE EITHER FAXED OR EMAILED (see above) BY 2:00 Monday. Failure to do so can result in a delay in you receiving your weekly pay.

Client and Employee Information									
Customer Name: Employee Name:									
Time Sheet and Staffing Agreement									
Hours worked are for one week. Pay period begins on Sunday and ends midnight Saturday. Please enter time to the nearest quarter hour (.00, .25, .50, .75) Please total all regular hours and overtime hours.									
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	· I	1
Time In:									
Time Out:					!				
Meal Break:	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	YES NO	Regular Hours	Overtime Hours
WORK WEEK: TOTAL HOURS:									
Client Authorization					Staffing Agency Employee				
I certify that the hours shown on this time sheet are correct. By signing this client authorization, we agree to be bound by the terms and conditions as stated below and/or as set forth in the master staffing agreement.					I certify that the days and hours shown on this timesheet are correct and worked by me. I also certify no accident or injury was sustained while working on assignment unless so noted in the comment section.				
Company:					Employee's Name (Print):				
Authorized Signature:					Employee's Signature:				
					Comment:				
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Thank you for the opportunity to provide you with our staffing service. Invoices will be rendered from the Staffing Agency to your company on a weekly basis. Payment for services provided under and pursuant to this agreement shall be due upon receipt. All invoices are subject to any required taxes under State, Federal or Local Law. Any invoice that is thirty (30) days past due from the date of the invoice is subject to a late fee of 5% per month, compounding on a monthly basis, unless prior payment arrangements are made between the Staffing Agency and said Company. Our employee is assigned to your Company under the following Terms and Conditions:

- 1. This agreement shall coincide with the master staffing agreement whereby the master staffing agreement controls. If no master agreement exists, however, then this document will be deemed the agreement between the Agency and Company.
- 2. Although we will recruit, interview, and select assigned employees who are qualified to perform the required job duties, it is the sole employer responsibility of the Company to provide all proper and essential new-hire orientation, safety training, and constant supervision of the employee.
- 3. Labor or job classifications applicable to the services provided under and pursuant to this agreement shall be limited to those set forth in the Work Order, which may be revised from time to time by mutual agreement between the parties. Company agrees not to utilize any worker outside of the specified labor or job classification without prior written consent from Agency.
- 4. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- 5. Time sheets will be submitted by Agency personnel to the designated Company supervisor on a weekly basis for the authorized signature of the Company's representative which shall constitute certification of the days, times, and hours worked by the Agency supplied personnel. The approval of the Company's authorized representative shall constitute verification that the days, times, and hours recorded are accurate.
- 6. Payroll taxes, workers' compensation premiums, and applicable general liability insurance premiums are the responsibility of the Agency. The Agency's general liability insurance coverage does not extend to, and Agency is not liable to Company for, any losses or injuries resulting from: the handling of currency, cash, checks, credit cards, or any other forms of payment, keys, merchandise, company vehicles, equipment or machinery, or any personal injuries or property damages caused thereby. Company cannot request or permit assigned employees to use any vehicle, regardless of ownership, in connection with performance of services unless the company grants its expressed approval in writing.
- 7. Overtime pay includes all hours worked in excess of forty (40) hours in any given work-week, in accordance with the Fair Labor Standards Act (FLSA,) unless federal or state law determine otherwise. The overtime billing rates are equal to one and one half (1.5) times the straight billing rates.
- 8. Any expenses incurred by Agency-provided workers related to the providing of staffing / human resource services under and pursuant to this agreement, including but not limited to drug-testing workers, criminal background checks, credit checks and/or any other test(s) that the Company may require as a necessary function of the hiring process, shall be reimbursed by the Company to the Agency.
- 9. No assigned employee is authorized or empowered to render a professional opinion on any financial statement on behalf of the Company and may not sign his/her name or the Company name to any financial statement while on assignment.
- 10. Indemnification: To the extent permitted by law, Company agrees to indemnify, defend and hold the Agency and its parent, subsidiaries, directors, officers, agents, representatives and employees harmless against any and all claims, losses, liabilities including any indirect, special, exemplary, incidental or consequential damages, expenses, loss of profit, or punitive damages that arise from any hiring decisions, injuries, or damages by Company made hereunder.
- 11. Temporary-to-Hire of Agency Assigned Employees Company may request to permanently hire an Agency assigned employee at a predetermined recruiting fee and as long as the Agency provided worker has acquired a minimum of seven hundred twenty (720) working hours—paid in full per individual worker with the Company. Company may not temporarily or permanently hire an Agency assigned employee prior to the completion of the minimum working hours without the expressed written consent of Agency. Such an occurrence is subject to a buyout fee imposed by Agency to the Company for the remaining amount of working hours.
- 12. Minimum Work Periods Individual work assignments for all Agency supplied personnel shall be for a minimum period of not less than four (4) consecutive working hours in length per job assignment, unless otherwise consented to by Agency in writing.
- 13. If the employee is terminated, laid-off, resigns, or is dismissed voluntarily or involuntarily from the Company and/or the job assignment, the employee cannot accept employment by the Company or any type of other staffing agency that provides personnel or staffing services to the Company, including but not limited to temporary staffing, permanent recruiting, professional employer organizations, or staff leasing firms, for a period of six months after the employee's dismissal. In the event of such occurrence, Company agrees to have Agency impose a recruiting fee to the Company.
- 14. Company may place personnel resulting from its own recruiting efforts on Agency's payroll. Agency will be responsible for all applicable insurance premiums and payroll administration. Should the Company decide to permanently hire an employee, Agency requires the same minimum amount of working hours, as stated in the temporary-to-hire arrangement. Agency does not require a maximum amount of working hours for the payroll service. In addition, the Company is solely responsible of all required safety training, orientation, and supervision.
- 15. Company will instruct, assist and supervise assigned employees in performing the agreed upon duties. Company shall provide a suitable place for assigned employees to work in performance of the services required, which shall comply with all applicable statutes and ordinances relating to the work site. Company shall ensure assigned employees use any protective equipment necessary in accordance with all applicable statutes and ordinances. Company will direct, control, and supervise the details of the work performed by the Agency assigned employee(s.)

 16. The Staffing Agency is not liable for a worker not reporting or leaving a job site or job assignment.