

## SECTION 5– AGREEMENT/ EXPECTATIONS

### 5:5001 EMPLOYEE AGREEMENT AND EXPECTATIONS

19) PLACEMENT- If the Employee takes either full or part-time employment (**on any position**) (**Revised 3/25/2019**) with a Facility/ Client that he/she has been assigned within the previous 150 days, the Employee shall pay, to NC, a “Placement Fee” as defined in the Placement Fee agreement. Failure to notify NC prior to working for a facility/client as defined by the placement fee violates the Restrictive Covenant Agreement and penalties shall be assessed.

22) NO COMPETITION- Taking assignments with another agency that are in direct competition with NC and conflict with NC’s interests are prohibited. **Employee must notify NC of any change of employment and the name of Employer. If an employee chooses to work for a competitive agency, the employee cannot take assignments with the same clients. (Revised 3/25/2019)**

### 5:5002 PLACEMENT FEE POLICY

Assignment worked at the client/facility or entities will be assessed a placement fee. Any employee/former employee of NEBRASKA CARE LLC. that accepts **any** position with a client/facility or entities within 150 days from the last assignment worked, at that facility or entities, will be assessed a placement fee.

**Certified Nurse Assistants—\$2,500**

**Medication Aides—\$3,000**

**LPN—\$3,500**

**RN—\$4,000**

**The employee may not begin work at the client/facility until all portions of both the employee and facilities contractual agreement has been met. Unless previous agreed upon by all parties. The facility may pay the employees portion to expedite the placement process. The employee may continue to work for NC, and take assignments at other facilities, except for the client that has requested the buyout. (Revised 3/25/2019)**

The employee must carry out all assignments confirmed and previously scheduled prior to the commencement of the placement. A two-week written notice is required for all resignations. An exit interview will be performed for all voluntary terminations.

A third time placement to a client/facility or entities will result in a fee of 25% of the employee’s annualized gross rate. (Such annualized rate is based on 2080 hours worked at highest pay rate earned by employee.)

\_\_\_\_\_  
Print name/Signature

\_\_\_\_\_  
Date



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