



D I A G N O S T E M P S

Radiology Staffing

Candidate Agreement

TEMPORARY STAFFING CANDIDATE AGREEMENT

This agreement made _____, 200() between Radiology Resource, dba DiagnosTemps (hereinafter referred to as "Company") and _____(hereinafter referred to as "Candidate").

WHEREAS, the Company is a Texas Corporation engaged in the business of supplying temporary personnel within the radiology field within the United States of America; and

WHEREAS, the Company provides equal employment opportunity to all Candidates, employees and applicants for employment regardless of race, color, religious creed, national origin, sex, age, sexual orientation, ancestry or physical or mental ability according to applicable state and federal law.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained, and for other good and valuable consideration, the receipt of which the Candidate hereby acknowledges, the Candidate and the Company represent, covenant and agree as follows:

OBLIGATIONS

1. **ASSIGNMENTS:** The Candidate desires Company, to find and provide temporary assignments and understands that she/he has the right to accept or not accept any temporary assignment offered to Candidate by Company. Verbal agreements between Candidate and Company will be binding. Details and employment issues relating to each assignment will be confirmed in writing via assignment contract within one (1) calendar week of verbal commitment by Candidate.
2. **EMPLOYER AT WILL:** DiagnosTemps is an at-will employer. Any offer of employment made by DiagnosTemps may be terminated, with or without notice, without any obligation or liability other than payment of wages at the agreed rate, for services actually rendered, if any. The rights of DiagnosTemps to terminate the employment are not limited. The acceptance of this application does not constitute a contract of employment and no representative of DiagnosTemps, other than the President, has the authority to enter into any agreement for employment for any specific period of time.
3. **DISCLOSURE:** Except as required in the performance of services hereunder, the Candidate will not, during the term of this Agreement or after termination, use or disclose any confidential or proprietary information of the Company, Client or patients of the Client, without first obtaining written consent of the Company and, where appropriate, Client's and Client patient's consent.
4. **LICENSURE, CERTIFICATION, AND OTHER:** The Candidate will provide the Company with proof of all licenses, certificates, and any information deemed necessary by the Company or the healthcare facility for providing services.

OBLIGATIONS *(continued)*

5. **COMPLIANCE:** Candidate understands that daily duties will be supervised and directed by DiagnosTemps' Client to whom Candidate is referred. Candidate shall provide his/her services with the highest ethical and professional standards. Failure to comply with Client and or Company policies and procedures will result in counseling up to and including termination of employment.
6. **PERMANENT PLACEMENT:** Candidate hereby accepts that he/she will not accept permanent placement with a Client within one (1) calendar year from completion of contract without allowing DiagnosTemps to represent candidate. The candidate understands that if this agreement is broken, he/she will be held monetarily responsible to DiagnosTemps.
7. **ASSIGNMENT CANCELLATION:** Candidate understands that if he/she terminates an assignment prematurely without cause or is terminated with cause by the Client, he/she must repay any monies advanced by the Company on a prorated basis.

Additionally, the Candidate may be held liable for non-recoverable expenses due to this cancellation. Non-recoverable expenses will include but are not limited to lost deposits, rental expenses and legal fees. Company will deduct such amounts from any payments due to Candidate for any additional amounts owed to Company, of which Candidate agrees to pay. The Candidate agrees and understands that a Client's failure to provide timely payment to the Company, or any other default, can result in termination of the assignment, and possible reassignment with another Client.

8. **TIMESHEETS:** It is the responsibility of the Candidate to have his/her completed timesheet signed by an authorized Client representative and faxed back to DiagnosTemps by 10:00 a.m. (CST) Tuesday for payment of previous weeks service. DiagnosTemps pays weekly.
9. **INDEMNIFICATION:** The Candidate agrees to indemnify and hold harmless the Company, its officers, agents, directors, trustees, and employees from any acts, claims, liabilities, lawsuits, and other actions relating to or arising out of any property damage or injury arising out of the act or omission of the Candidate in connection with the services performed or to be performed under this agreement.
10. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their heirs, executors, successors and assigns.
11. This Agreement and the parties' performance hereunder shall be governed by and interpreted under the laws of the State of Texas. Employee agrees to submit to the jurisdiction of the courts of the State of Texas, and that venue for any action arising out of the Agreement or the parties' performance hereunder may be laid in Dallas County, Texas.
12. Any controversies or claims arising out of or relating to this Agreement or to employee's employment with the company shall be fully and finally settled by arbitration in the City of Dallas, Texas under Texas law and in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (the AAA Rules), conducted by one arbitrator either mutually agreed upon by the Company and the employee or chosen in accordance with the AAA Rules.

The parties below have executed this Agreement on the day and year written.

Technologist

Date:

DiagnosTemps

Date:



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