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The finer points of a contract

As contracts vary from company to company, the importance of understanding the details when entering into an agreement cannot be overemphasized.

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Depending on the staffing agency, a contract may consist of a combination of documents—like a one-sheet confirmation notice and assignment verification booklet—or be a single, multi-paged transaction. Despite its length or presentation, it must cover the terms of your employment in their entirety. Still, if you have never practiced as a mobile provider, you may not be aware of the specifics that ought to be included.

Certain information is integrated rather universally, such as the name of the facility where you will be working, regular and minimum overtime rates, the shift to which you have committed (e.g., nights, days, weekends, or rotating), and the start and end dates of the assignment. What are some of the other factors that should be incorporated into a contract or communicated to you prior to its execution?

Floating requirements. Suppose you must practice on another unit or within a different department when there is low census on your unit. Or perhaps working in a nearby

facility within the same healthcare network is required if a greater need arises elsewhere.

Since staffing and acuity levels are fluid, you may not know the departments or units to which you could be floated beforehand. However, it is essential to note that you should only be sent to those where you are qualified to practice and have been oriented in accordance with the Joint Commission on Accreditation of Healthcare Organizations' requirements. Such conditions, as with the two examples above, would have to be part of your written contract with the travel company.

Housing or subsidy information.

If you were promised private lodging or shared housing, your contract would indicate accommodations provided, but it may not list the exact location. Why? Many companies deal with various complexes in a given area. Instead of receiving its name and address in advance, you will likely be provided with this information via phone by a housing coordinator. In lieu of lodging, you could be offered a subsidy to find your own apartment, supplement campground fees for RVs, or pocket the money if you have made other arrangements with relatives or friends. This



dollar amount always should be listed in your agreement.

The workweek. It is critical to know the workweek for each assignment ahead of time because the contract enforces its terms. This detail can differ from facility to facility and affect the pay period—and therefore, your paycheck. The absence of such data also could lead to confusion over schedules.

Be smart and beware

Ultimately, it will be your job to recognize what your obligations to the staffing company are once a contract is signed. If there is anything in the transaction that is unclear, ask about it *before* you authorize the paperwork.

Generally, you will be bound to a contract for one assignment. However, a few agencies have included clauses mandating their employees can only practice at certain institutions through

them, exclusively. If you sign with one of these firms, you may be restricted from working at particular hospitals—indefinitely or for a given period of time—whether through another agency or independently. Although some of

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these criteria would not be enforceable, they could preclude you from realizing future opportunities—especially if you believed you had no alternatives. It is imperative to look for these types of statements in contracts. Should you find such a clause, think twice about signing on the dotted line. You may be comfortable with

this requirement. However, to retain more control over where and for whom you practice, you might want to have it omitted or consider moving on to a different company.

Familiarize yourself with how an agency handles wages and subsidies

before signing a contract, as well. If it proposes to meet another company's higher hourly rate by contributing the difference in a larger housing subsidy, the firm should fully explain the details of the offer. Many providers might view it as an even deal. But, subsidies are often not taxed, and you could be responsible for paying taxes on the full amount at the end of the year.

Perhaps, the best thing you can do prior to signing a contract is to simply go through it, point by point, with your recruiter. Ask for a thorough explanation of any stipulations or legalese that seem unclear. It is also prudent to talk with nurses, technologists, or therapists who are seasoned travelers—particularly if they work with companies you are considering. You can benefit from their experiences, not only with regard to the information that must be included or eliminated from a contract, but also about what you should expect from a travel staffing agency with regard to customer service. **HT**

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