STAFFING SERVICES

Temporary Staffing Services Agreement

SUPPLEMENTAL PERSONNEL · CLIENT ENGAGEMENT TERMS

PARTIES

_____	_____
CLIENT — COMPANY NAME	AGENCY — COMPANY NAME
_____	_____
EFFECTIVE DATE	STATE OF GOVERNING LAW

This Temporary Staffing Services Agreement (the **"Agreement"**) is made and entered into on _____, 20___ (the **"Effective Date"**), by and between _____ (the **"Client"**) and _____ (the **"Agency"**).

R RECITALS

A. Client is located at _____ and provides _____.

B. Agency, located at _____, is a licensed staffing services agency in the business of providing staffing services to companies such as Client.

C. Client desires Agency to provide, when requested and on a non-exclusive basis, high-quality staffing services.

Now, therefore, Client and Agency agree as follows:

1 SERVICES

1.1 Upon request by Client, Agency shall use its best efforts to assign temporary, supplemental personnel ("Staff") to Client in full compliance with all provisions of this Agreement. Agency shall carefully screen Staff to determine their qualifications and competence prior to referring Staff to Client. This screening shall include, but not be limited to, obtaining all pertinent information ("Pre-Assignment Screening Information") concerning the past employment, licensure, certifications, education, and professional skills of Staff. All Pre-Assignment Screening Information shall be made available to Client by Agency immediately upon request.

1.2 This Agreement does not constitute an exclusive engagement of Agency's services by Client, or a promise by Client to meet any or all of its supplemental staffing needs through Agency. Agency is not prohibited from assigning Staff to other entities, and Client is not obligated to use Agency exclusively or at all. Client is free to use or not use Agency as it deems fit in its sole discretion.

1.3 Agency agrees to provide Client with competent personnel ("Qualified Staff") as requested by Client to meet Client's supplemental staffing needs. Qualified Staff shall have at least one (1) year of prior work experience in the specialty area to which they would be assigned with Client. Qualified Staff shall also possess a valid, original license to practice their profession as required by law, as well as any other professional certifications required for the practice of their specialty. The existence of the required work experience, licensure, and/or professional certification shall be confirmed by Agency when it acquires the Pre-Assignment Screening Information from Staff. Client shall have the right to demand proof from Agency that any individual assigned to Client has satisfied the criteria for Qualified Staff, and Client shall also have the right, in its sole discretion, to reject the assignment of any individual who it deems fails to satisfy those criteria.

1.4 Agency agrees to have Staff available for Client twenty-four (24) hours per day, seven (7) days per week. Agency's obligation to provide requested Staff is limited by the availability to Agency of Qualified Staff who are ready, willing, and able to accept an assignment with Client.

2 REQUESTS FOR STAFF AND SCHEDULING

2.1 Client shall use its best efforts to request Staff at least six (6) hours prior to the applicable reporting time. If Client requests a particular worker, Agency shall assign that worker to Client if the worker is available, satisfies the criteria for Qualified Staff, and is ready, willing, and able to work.

2.2 When Client requests Staff less than one (1) hour prior to the scheduled start of a shift, Agency will be paid for that Staff from the scheduled start of the shift, provided Staff actually reports to and commences work within one (1) hour of the start of the shift. If Staff reports to and commences work later than one (1) hour after the scheduled start of the shift, Agency will be paid for actual hours worked only.

2.3 Prior to two (2) hours before the scheduled start of a shift or assignment, Client may change or cancel a request for Staff without incurring any liability to Agency. It shall be Agency's responsibility to contact Staff whenever Client changes or cancels any request for Staff.

2.4 When Client cancels a request for Staff less than two (2) hours before the scheduled start of a shift or assignment, and Staff cannot be contacted by Agency prior to reporting to Client for work, Client will pay Agency for one (1) hour per the rate structure for that Staff in effect at the time of the cancellation. Agency shall be solely responsible for satisfying any reporting-time pay obligations due Staff under state and federal wage and hour laws.

2.5 When Agency cancels a confirmed Staff assignment less than two (2) hours prior to the scheduled start of a shift or assignment, and Agency, using reasonable diligence and effort, is unable to replace that Staff with a substitute acceptable to Client, Agency shall credit Client a late-cancellation fee of two (2) hours per the rate structure for that Staff in effect at the time of the cancellation.

2.6 If Staff is no longer needed by Client after reporting for work and beginning an assignment, Staff may be called off by Client. If Staff is called off by Client, Agency shall be paid for the actual number of hours worked by Staff or two (2) hours, whichever is greater, per the rate structure for that Staff in effect at the time of the call-off. Agency shall be solely responsible for satisfying any reporting-time pay obligations due Staff under state and federal wage and hour laws.

2.7 If Staff does not report for work to Client as scheduled, or reports to work and does not satisfy the criteria herein for Qualified Staff, or is physically or emotionally incapable of performing his or her duties in a satisfactory manner, or refuses an appropriate assignment, or fails to display personal identification and/or a badge provided by Agency, Agency shall pay Client a "no-show" fee of two (2) hours per the rate structure for that Staff in effect at the time. The determination that Staff does not satisfy the criteria for Qualified Staff or is otherwise incapable of performing assigned work shall be made in good faith by, and in the sole discretion of, Client. Client shall immediately inform Agency once such a determination is made, and Client shall incur no debt or liability to Agency as a result of the determination.

2.8 The schedule of rates listed in Attachment A shall be the only schedule of rates used for calculating charges to Client by Agency, and Agency shall not increase charges made to Client for Staff to offset overtime, employee benefits, or other premiums paid to Staff by Agency. Attachment A is hereby incorporated into this Agreement by reference.

2.9 All Staff assigned to Client by Agency shall be employees of Agency, and Agency shall be solely responsible for satisfying all state and/or federal wage and hour requirements applicable to said Staff, including assuring full compliance with all applicable codes and regulations. Overtime, premium pay, and all employee benefits are the sole responsibility of Agency as the employer of Staff.

3 ASSIGNMENTS, TRAINING, POLICIES AND PROCEDURES

3.1 Client has and retains the sole discretion to assign duties, shifts, assignments, and similar matters to Staff during hours worked with Client. Client retains professional and administrative authority and responsibility for the services rendered by Staff during hours worked with Client.

3.2 If Client concludes, in its sole discretion, that Staff assigned to Client by Agency are not performing their duties in a satisfactory manner, or that Staff otherwise fail to satisfy the criteria for Qualified Staff, said Staff shall not be permitted to continue working with Client, and Client may ask Staff to leave Client's property. Client shall immediately inform Agency of any

Staff so released, and Client shall have no further financial obligation to Agency with respect to such Staff.

3.3 While working with Client, Staff shall provide services in a manner and quality consistent with the best industry standards and shall comply with all applicable local, state, and federal laws and regulations governing the professional services and practices of Staff, and with all Client policies and procedures.

4 EMPLOYMENT STATUS OF STAFF

4.1 Agency represents and warrants that Staff assigned by Agency to Client under this Agreement are assigned solely as employees of Agency and are not working simultaneously under any other arrangement or agreement which would make them, or cause them to be considered primarily as, employees or agents of Client or any entity affiliated with Client while providing services hereunder.

4.2 Agency has, retains, and shall continue to bear sole, exclusive, and total legal responsibility for Staff as the employer of Staff. This responsibility shall include, but not be limited to, the obligation to ensure full compliance with and satisfaction of (i) all state and federal payroll, income, and unemployment tax requirements; (ii) all state and federal wage and hour requirements; (iii) all workers' compensation insurance requirements; and (iv) all other applicable state and federal employment law requirements arising from Agency's employment of Staff, the assignment of Staff to Client, and/or the actual work of Staff with Client.

4.3 Agency agrees to hold Client harmless and fully indemnify Client against any and all legal claims asserted against Client or Client's employees, including attorneys' fees and costs, and/or liabilities imposed against Client, that are predicated in any manner on a finding by any court, enforcement agency, government entity, arbitrator, or other adjudicator that Staff are joint employees of Agency and Client.

5 QUALIFICATION, HIRING AND DISCIPLINE OF STAFF

5.1 Staff supplied by Agency shall be appropriately screened by Agency. Agency may use skills certification, testing, and/or other methods to verify the qualifications of Staff as they relate to performing work with Client. Staff will professionally, ethically, and diligently carry out their responsibilities hereunder in order to serve the best interests of Client.

5.2 Staff will provide Agency with a minimum of two (2) professional references, which will be made available to Client upon request.

6 FEES AND INVOICING

6.1 Hourly rates charged to Client are listed in Attachment A. These rates shall be effective for twelve (12) months, beginning on the Effective Date. Attachment A is subject to re-negotiation at every renewal period of this Agreement. During such negotiations, the most recent rate structure shall remain in effect until a new structure is agreed upon.

6.2 Agency shall invoice Client weekly for services provided hereunder, and such invoices shall be subject to the credit terms set forth in this Agreement. All invoices shall contain the following information for each Staff member: (i) Staff name; (ii) date worked; (iii) shift worked; (iv) total hours worked; (v) hourly rate; (vi) total charge; (vii) overtime hours worked; and (viii) overtime hours charged.

6.3 The credit terms for invoices under this Agreement shall be net thirty (30) days. Any invoice that remains unpaid after thirty (30) days shall accrue late charges in the amount of one and one-half percent (1.5%) per month until paid.

6.4 Holiday rates shall be applicable as listed in Attachment A.

7 INSURANCE

7.1 Agency shall purchase and maintain, during the duration of this Agreement and after its expiration as provided below, the following insurance coverage:

7.1.1 Workers' compensation and employer's liability coverage for Agency's legal and statutory obligations for damages due to bodily injuries occurring to Agency's employees, agents, or servants as a result of employment.

7.1.2 General and professional liability coverage for Agency, its agents, employees, and servants for bodily injury, personal injury, or property damage claims arising out of the premises, products, or activities of Agency. Minimum limits of liability for the above coverage shall be one million dollars ($1,000,000) per occurrence.

7.1.3 Unemployment insurance as required by law for all employees.

7.1.4 Automobile insurance if Agency or Staff require the use of an automobile to perform work.

7.2 Agency shall provide Client with certificates of insurance as evidence that all coverage required under this Agreement has been obtained and is in full force and effect. Agency shall provide certificates of insurance to Client within five (5) days of the Effective Date and/or within five (5) days of a request made by Client.

8 TERM AND TERMINATION

8.1 The term of this Agreement shall be one (1) year, beginning on the Effective Date. Both parties agree that this Agreement shall automatically renew for additional one (1) year terms unless terminated, in writing, by Client thirty (30) days prior to its expiration.

8.2 Either party may terminate this Agreement at any time, for any reason, upon thirty (30) days' written notice to the other party.

8.3 Termination of this Agreement shall not affect any right or obligation of either party that has accrued prior to such termination.

9 INTEGRATION

9.1 This document contains the entire Agreement between the parties and supersedes any and all prior negotiations, commitments, agreements, and understandings between the parties. The language of this Agreement shall control all attachments hereto unless otherwise stated. No representations or warranties, whether express or implied, have been made by any party except as expressly stated herein.

10 GOVERNING LAW

10.1 The validity, performance, construction, and interpretation of this Agreement shall be governed by the laws of the State of _____.

11 NOTICES

11.1 Any notice to be made in connection with this Agreement shall be made in writing and shall be deemed effectively given when delivered in person, or sent by registered or certified mail, by one party to the other party, as follows:

TO CLIENT	TO AGENCY
NAME	NAME
ADDRESS	ADDRESS

12 INDEMNIFICATION

12.1 Agency shall save and hold Client harmless from, and shall indemnify Client for, any liability, expense, or damage caused by any act, neglect, default, or omission of Agency or any of its agents, employees, or servants. If Client is sued in any court for damages by reason of any of the acts of Agency, its agents, or servants, Agency shall defend such action at its own expense and shall pay any judgment that may be rendered in any such action. If Agency fails or neglects to so defend said action, Client may defend the same, and any expenses, including reasonable attorneys' fees, which Client may incur in defending such action, and the amount of any judgment which Client may be required to pay, shall be promptly reimbursed by Agency.

13 ASSIGNMENT

13.1 Neither party may assign any rights nor delegate any duties hereunder without the express written consent of the other party.

14 SEVERABILITY

14.1 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15 RELATIONSHIP OF THE PARTIES

15.1 Agency will perform the services and duties hereunder as an independent contractor, and not as an employee, agent, or partner of, or in joint venture with, Client.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

AGENCY	CLIENT
SIGNATURE	SIGNATURE
NAME & TITLE	NAME & TITLE
DATE	DATE

STAFFING SERVICES

Attachment A

SCHEDULE OF RATES

STAFF CATEGORY / TITLE	HOURLY BILL RATE
	$
	$
	$
	$

A.1 OVERTIME

Any hours in excess of forty (40) hours per week will be considered overtime and billed at time and one-half.

A.2 HOLIDAYS

Holiday rates will be billed at time and one-half on the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and Easter Sunday.