

Agreement of Understanding

[Client Company] and Goodwill Staffing

The following is an agreement for employment services between [Client Company] and Goodwill Staffing, a division of Discover Goodwill of Southern & Western Colorado.

It has been agreed upon that Goodwill Staffing will provide on-going temporary staff to [Client Company] for the duration of one full calendar year. This will begin [Date] 2012 and continue through [Date] 2013; however, if [Client Company] requests Goodwill Staffing to provide employees after the term of this Agreement, then this Agreement shall automatically be extended for a term of one year from the date of [Client Company]'s request to provide employees.

The responsibilities of the Goodwill Staffing employees selected for these assignments will be dictated by job descriptions provided by [Client Company]. [Client Company] will have the ability to request replacement of employees at their reasonable discretion.

The responsibilities of Goodwill Staffing are as follows:

- Maintain a pool of personnel to work for [Client Company] based on the specific requirements stated by the designated representative.
- Goodwill Staffing reserves the right to substitute employees suitable for the position requirements as established by [Client Company].
- Provide Managers and Supervisors of [Client Company] with the contact information for the Account Executive at Goodwill Staffing.
- Assign an Account Executive to maintain and monitor [Client Company] account. Perform monthly status reviews with [Client Company] to verify that [Client Company] is receiving the services promised.
- Educate all Goodwill Staffing employees on [Client Company] policies.
- Invoices will be sent on a weekly basis to [Client Company]. The invoices are to be paid within 10 days of invoice date.
- Maintain a hard copy of all job descriptions for positions in which Goodwill Staffing employees are used in.

The responsibilities of [Client Company] will include, but not be limited to the following:

- Provide daily supervision of personnel supplied by Goodwill Staffing and maintain an effective, safe and productive work environment.

- Immediately notify Goodwill Staffing in the event of work-related illness or injury to ensure adequate and appropriate care is provided in accordance with Goodwill Staffing policy.
- Provide any changes in job hours, days, or responsibilities to Goodwill Staffing as soon as the changes have been made at [Client Company].
- Notify Goodwill Staffing if additional positions need to be filled.
- Keep communication between [Client Company] and Goodwill Staffing open and honest.
- Relate any problems or concerns to the Account Executive as soon as possible.
- Indemnify, defend and hold harmless Goodwill Staffing from any injuries, damages, costs, expenses, claims and lawsuits relating in any way to Goodwill Staffing's provision of employees which is caused in any way by the negligence or intentional conduct of [Client Company].

Safety

- Safety is of the utmost importance to Goodwill Staffing; we want to make sure that both our employees and the employees of our clients are safe in their work environment.
- Goodwill Staffing will provide our employees with basic safety training to include; blood borne pathogens, lifting, and avoiding slips, trips and falls.
- [Client Company] is expected to provide on-the-job position-specific safety training to all Goodwill Staffing employees on the first work day of the assignment.
- [Client Company] is expected to notify Goodwill Staffing of any and all injuries to Goodwill Staffing Employees within 4 hours of the injury occurrence. If the injury occurs during normal business hours, [Client Company] should contact Goodwill Staffing Office at [phone number]. If an injury occurs after hours [Client Company] should contact [Staffing Agency Contact and Title] at [phone number].

Goodwill Staffing and [Client Company] have agreed upon the rates and conditions as follows:

- Goodwill Staffing will pay the salary of all Goodwill Staffing employees including all mandatory benefits and deductions required by legislation, government returns, tax certificates, tax remittances, worker's compensation, and liability insurance.
- Goodwill Staffing will provide weekly paychecks to its employees. Overtime will be paid by Goodwill Staffing in accordance with labor laws and billed to [Client Company]. There is a 4-hour work minimum for employees reporting for assignment at [Client Company]
- [Client Company] is responsible for verifying all hours worked, signing the Goodwill Staffing's employees' timesheet, and reviewing the

week's performance with the Account Executive. Timecards are due to Goodwill Staffing no later than 9:00 a.m. on Mondays.

- Goodwill Staffing employees working for [Client Company] on Holidays (New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas), will be billed to [Client Company] at time-and-a-half.
- [Client Company] has the right to hire a Goodwill Staffing employee to their payroll after that employee has worked 480 hours for [Client Company] without incurrence of additional fees.
- Should [Client Company], a division or department of [Client Company], an associate organization or a third party through introduction by [Client Company] employ a Goodwill Staffing employee prior to that employee's completion of 480 billable hours work for [Client Company] and without the expressed consent of Goodwill Staffing, whether the approach was made by the employee or [Client Company] and whether the offer of employment was made during the assignment or within 60 days of the end of the assignment period, a fee set at 10% of the employee's anticipated annual salary will be payable to Goodwill Staffing by [Client Company].
- [Client Company] agrees to pay all reasonable costs of collection, including reasonable attorneys' fees and interest, if Goodwill Staffing must seek collection activities against [Client Company].

Goodwill Staffing and [Client Company] have agreed upon the following rates and [Client Company] agrees to pay for all the below listed position(s) Net 10 days. All other positions will be billed accordingly.

Bill Rates: Position 1 \$_____ per hour
Position 2 \$_____ per hour
Position 3 \$_____ per hour
Position 4 \$_____ per hour

These conditions and responsibilities have been discussed and agreed upon both by [Client Company] and Goodwill Staffing. Any additional requests or modifications in regards to services rendered will require an amendment to this original agreement. Both parties will need to communicate changes, review any additional expectations and responsibilities and sign the amendment. Either party may cancel this Agreement with a 30-day written notice.

I have thoroughly reviewed this agreement and understand my organization's responsibilities in relation to my counterpart.

Name	Title	Date
[Client Company]		

Name	Title	Date
Account Executive		