



Generations Home Care Group

Associate Agreement

Parties: Prospective Associate: _____ ("Associate"); and: Generations Home Care Group ("Generations").

Recitals. Generations Home Care Group (Generations) is a staffing agency that specializes in the business of providing healthcare personnel to its clients ("Clients") on a temporary or temporary to permanent basis. Generations is an equal opportunity agency. The associate desires to perform services for Generations as an associate to provide services to Generations' Clients on a temporary or temporary to permanent basis.

- **Recitals.** The Recitals are part of this Agreement.
- **At Will Position.** I understand that the position I am applying for at Generations is an "at will" position. This means that either Generations or Associate may terminate the relationship at any time and for any reason, with or without cause. Generations requests that all associates provide Generations with two weeks prior notice before termination.
- **No Hire Restriction.** Associate is aware that Generations has invested, or will invest, substantial sums in marketing, staffing, recruiting, interviewing, hiring, training and placing Associate and that, due to the unique services of Generations as a staffing agency, Generations must reasonably restrict its Associates and Clients from circumventing the staffing agreement between Generations, our Associates and Clients. To that end, in exchange for Generations' willingness to provide staffing positions to Generations associates, we require that the Associate sign an agreement containing certain "no hire" provisions, on the following basic terms:
 - (1) The associate agrees that they will not solicit, convey or cause in anyway any Generations client to leave or transfer their services from Generations to any other similar provider of care, nor can the associate work for the same client through another agency for a period of one year from the last date the associate worked for that client through Generations unless the Associate receives written release from this contract of services and staffing from Generations. Without written release, the associate will be liable for damages equaling one year of revenues Generations would have received for said client.
- **Availability.** Associate must contact **Generations** after completing each assignment to determine if further assignments are available for Associate. If Associate fails to contact **Generations** within one week of completing an assignment, **Generations** may at its sole discretion conclude that Associate has voluntarily terminated employment with **Generations**.
- **No Guarantee of Assignments.** Nothing in this Agreement should be construed as a guaranteed offer of employment from **Generations** or any Client.
- **Acknowledgement and Agreement.** Associate acknowledges, understands and agrees to the terms of this Agreement. Associate acknowledges that Associate is signing this Agreement in exchange for **Generations'** agreement to consider Associate for assignments with **Generations** and to present Associate to **Generations** Clients.
- **Generations Home Care is accredited – State requirements.** Our associates are required to receive a specific number of in-service training hours per year dependent upon your Licensure. These in-services are required and by the Accreditation Body and the State of Michigan and therefore are provided by the Generations Home Care Group free of charge. Your attendance is mandatory and there will be no compensation for your time or mileage.

IN WITNESS WHEREOF, the parties have read, understand, agree to and execute this Agreement and will abide by all of the above terms and conditions as indicated by their lawful signature.

Associate. _____

Generations. _____

Date: _____

Date: _____