

Service Agreement for _____

Provided by Diversified Personnel Services

Diversified Personnel Services, a division of Opportunities, Inc. of Jefferson County, with its principal office located at 200 E. Cramer Street, Fort Atkinson, WI 53538 ("STAFFING FIRM"), and client formal name _____ with its principal office located at client address _____ ("CLIENT") agree to the terms and conditions set forth in this Service Agreement (the "Agreement").

STAFFING FIRM

1. Duties and Responsibilities

- a. STAFFING FIRM will recruit, screen, interview, hire and assign its employees ("Assigned Employees") to perform the work described, at the locations specified in Exhibit A, subject to CLIENT's supervision. In connection with any such assignment, Staffing Firm will be responsible for the following:
- 1) The payment of Assigned Employees' wages and benefits, in accordance with STAFFING FIRM's established compensation plan.
 - 2) The payment, withholding and transmittal of any applicable payroll taxes, unemployment compensation insurance contributions, and workers' compensation insurance premiums and/or coverage arising out of Assigned Employees' assignment to CLIENT.
 - 3) Require, if applicable, Assigned Employees to sign a standard or customized confidentiality agreement before they begin their assignments to CLIENT.
 - 4) Provide general safety training to Assigned Employees, including hazard communication, lockout/tag out, bloodborne pathogens, personal protective equipment, ergonomics and Globally Harmonized System (GHS).
 - 5) Require Assigned Employees to immediately report any work-related incident, injury or illness to CLIENT and STAFFING FIRM, and the case management of any Assigned Employee reporting same.
 - 6) Compliance with any federal, state and local employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Age Discrimination in Employment Act, the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; the Wisconsin Fair Employment Act; and any related state or federal law or regulation.
 - 7) Compliance with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations
- b. STAFFING FIRM shall have the right to ensure CLIENT's compliance with certain obligations to Assigned Employee, including, but not limited to:
- 1) Preview the worksite, working conditions, environment and any potential hazards to which Assigned Employees will be exposed during his/her assignment at CLIENT's worksite. STAFFING FIRM shall also confirm that CLIENT has in place appropriate site-specific safety and health training and protections to

address any hazards in the work environment, in accordance with the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and related regulations, as applicable.

- 2) Conduct post-accident/incident investigations, including the review of CLIENT'S safety and training records as pertains to Assigned Employee.
- 3) Review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues, and enforcing STAFFING FIRM's employment policies relating to Assigned Employee conduct at the worksite.

CLIENT

2. Duties and Responsibilities

- a. CLIENT will supervise and train, in the same manner as its own employees, any Assigned Employees to perform the work described, at the locations specified in Exhibit A. In connection with any such assignment, CLIENT will be responsible for the following:
 - 1) Supervise, control and safeguard its premises, processes, or systems as pertains to Assigned Employee; divest Assigned Employee from unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM.
 - 2) Comply with applicable employment laws relative to Assigned Employees, including any obligation under Title VII of the Civil Rights Act of 1964, the Americans with Disability Act, the Age Discrimination in Employment Act, the Wisconsin Fair Employment Act, and any other applicable state or federal law or regulation, including:
 - a) Notifying STAFFING FIRM of any report of alleged harassment or discrimination by or involving Assigned Employee, and
 - b) Complying and assisting in STAFFING FIRM's investigation of any such complaint or report.
 - 3) Provide Assigned Employees with a safe worksite and working conditions in compliance with the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and applicable regulations, as well as any applicable state and local laws and regulations, including, but not limited to:
 - a) Providing Assigned Employees with appropriate site and hazard specific information, training and personal protective equipment.
 - b) Not permitting Assigned Employees to operate any vehicle or mobile equipment without authorization or proper training.
 - c) Providing STAFFING FIRM with documentation establishing that such site-specific safety training was conducted and what subject matters were covered.
 - d) Notifying STAFFING FIRM immediately of any OSHA inspection or request for information by OSHA
 - 4) Report to STAFFING FIRM immediately any incident, injury or illness reported by an Assigned Employee, alleged to have occurred, or witnessed by CLIENT Supervisor or Lead. In relation to any reported illness or injury, CLIENT shall also:

- a) Record on CLIENT's OSHA Form 300, Log of Work-Related Injuries and Illnesses, any recordable injuries and illnesses of Assigned Employees and comply with all other OSHA recordkeeping responsibilities applicable to the Assigned Employees in the same manner as its own employees.
 - b) Provide STAFFING FIRM with requested information about the alleged injury or illness, including, but not limited to accident reports, witness statements, training records and any other information relevant to the investigation of the reported injury or illness.
 - c) Offer appropriate light-duty work to an Assigned Employee reporting a work-related incident, injury or illness and/or collaborate with STAFFING FIRM in Return to Work Program.
- b. CLIENT shall not change Assigned Employees' job duties or work site without STAFFING FIRM's express prior written approval.
- c. CLIENT shall exclude Assigned Employees from CLIENT's compensation and/or benefit plans, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates, and Fees

3. Payment Terms

- a. CLIENT will pay STAFFING FIRM at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement.
- b. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment Terms are net due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees.
- c. CLIENT's signature or other agreed upon method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion according to Payment Terms.
- d. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased administrative and labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.

4. Employment Status

- a. Assigned Employees are presumed to be nonexempt under the Fair Labor Standards Act, eligible for overtime compensation for any hours worked in excess of 40 per work week, in accordance with applicable regulations.
- b. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM prior to the Assigned Employee's completion of 480 hours, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM for his or her remaining consecutive work hours for CLIENT; or (b) pay STAFFING FIRM a conversion fee based on the number of remaining hours times the bill rate.

5. Confidential Information

Both parties may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law.

6. Cooperation

The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

7. Indemnification and Limitation of Liability

- a. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- b. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- c. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
- d. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within **five business days** after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
- e. The provisions in paragraphs 7a. through d., above, constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

8. Miscellaneous

- a. The provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
- b. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- c. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

- d. This Agreement and the exhibit(s) attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
- e. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- f. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- g. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
- h. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- i. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

9. Term of Agreement

This Agreement will remain in effect until terminated by either party. This Agreement may remain in effect with fee revisions and/or service addendums that are mutually approved by both parties. The Agreement may be terminated by either party upon thirty-days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon twenty-four hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

_____ CLIENT	_____ STAFFING FIRM
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date