



Service Agreement

Service Agreement ("Agreement") effective the 8th day of November, 2013 between Diverse Staffing Services Inc. ("DIVERSE STAFFING"), which has its principal office located at 6325 Digital Way, Suite 100, Indianapolis, Indiana 46278 and Central Nine which has its principal office located at 1999 US 31, Greenwood, Indiana 46143 ("Client"). In consideration of the mutual promises contained herein, DIVERSE STAFFING and Client hereby agree as follows:

1. **Statement of Work.** DIVERSE STAFFING will supply Client with such staffing service employee ("DIVERSE STAFFING Employee") as Client may from time to time request, to perform various skills set forth in the Statement of Skills Provided.
2. **Staffing Services Employer.** DIVERSE STAFFING is a staffing services employer contracting with Client to supply supplemental employees to Client and in so doing, DIVERSE STAFFING shall perform the following function in accordance with this agreement:
 - (1) Negotiates with Client for such matters as time, place, type and scope of work, working conditions, safety conditions, and price of the services;
 - (2) Retains the authority to assign or reassign DIVERSE STAFFING Employee to other clients or customers; although the employee retains the right to refuse assignments.
 - (3) Sets the rate of pay of the DIVERSE STAFFING Employee, whether or not through negotiation;
 - (4) Pays the DIVERSE STAFFING Employee from its own account or accounts; and
 - (5) Retains the right to hire and terminate DIVERSE STAFFING Employee.
 - Client will provide DIVERSE STAFFING with detailed information about job duties and skills required so we can provide client with the best match for the assignment after an initial worksite evaluation performed by DIVERSE STAFFING. For each approved skill assignment, DIVERSE STAFFING will present Client with a Statement of Skills Provided, which will confirm the agreed upon billing rates and terms of assignment. DIVERSE STAFFING Employee shall work at Client's premises performing such work as set forth in the Statement of Skills Provided.
 - DIVERSE STAFFING will pay the wages, salary, workers compensation, insurance premiums, unemployment, income, social security and other taxes and charges, of the DIVERSE STAFFING Employee.
3. **Payment Terms.** DIVERSE STAFFING Employee will submit weekly time cards signed and verified by both the DIVERSE STAFFING and Client's representative as accurate. The signed time cards shall be used as the basis to pay the DIVERSE STAFFING Employee and shall be conclusive as to the hours billable to Client for work performed. DIVERSE STAFFING will invoice Client for all hours worked by the DIVERSE STAFFING Employee during the previous week, including without limitation all applicable overtime premium pay, plus any other properly billable charges. Overtime hours worked will be determined in accordance with applicable federal and state law and will be paid 1.5 times the straight time hourly pay rate respectively. All invoices must be paid within 30 days. Client will pay to DIVERSE STAFFING the invoice amounts by invoice date due, which payments shall be subject to adjustment for amounts found to have been improperly invoiced. Invoices not paid by due date shall be subject to a 1.75% penalty per month that shall be added to the amount due. DIVERSE STAFFING is entitled to reasonable collection fees, attorney fees, and any other expenses incurred in the collection of all charges on the client's account(s).
4. **Safety Partnership.** Client and DIVERSE STAFFING have a general duty under OSHA to provide and maintain a safe workplace and to comply with the appropriate standards of OSHA. As the party maintaining control over the worksite, Client will insure that equipment and procedures meet all safety standards.

Prior to an assignment Employee will be informed of their right to know under OSHA and educated on general safety issues. Client agrees:

- (a) To assure the DIVERSE STAFFING Employee receives the same instruction and written information regarding workplace hazards and safety practices as Client's own employees, including safety orientation.
- (b) Client shall not assign DIVERSE STAFFING Employee to a facility or location other than Client's premises without prior written consent from DIVERSE STAFFING. Any facility change will require DIVERSE STAFFING to perform a work site evaluation.



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Client is not allowed to make changes in the job duties or functions of a DIVERSE STAFFING Employee from those originally agreed upon.

Should changes become necessary, DIVERSE STAFFING must be immediately notified and DIVERSE STAFFING must approve of any such changes in writing.

- (c) To notify DIVERSE STAFFING immediately of any injury or incident to the DIVERSE STAFFING Employee; Client will cooperate with accident investigation performed by DIVERSE STAFFING representative by providing all the necessary information within (24) hours in regards to any accident/incident investigation of a DIVERSE STAFFING Employee. Notify DIVERSE STAFFING immediately of any suspicious or unacceptable behavior and remove employee from the assigned job function until cleared for return to work by DIVERSE STAFFING.
- (d) Client shall assure DIVERSE STAFFING employee wears all appropriate Personal Protection Equipment and will provide training that is mandated by any regulatory agency or as required to operate machinery safely and properly. Client shall provide DIVERSE STAFFING with documentation of Client's job specific safety training provided to DIVERSE STAFFING Employee. DIVERSE STAFFING Employee will not perform job duties involving hazardous materials without prior written consent of DIVERSE STAFFING.
- (e) DIVERSE STAFFING Employee shall not be requested to work at heights over (10) feet or complete a single person lift over (50) pounds. All lifts with loads over (50) pounds with client will supply the DIVERSE STAFFING Employee with assistance either by person or mechanical means.
- (f) DIVERSE STAFFING Employee will not be entrusted by client with unattended premises, custody or control of cash, negotiable papers, or other valuables without the proper written request by Client and only if DIVERSE STAFFING submits in writing approval to do such.
- 5. **Limitation of Remedies.** (1) DIVERSE STAFFING shall be responsible for any claims, losses, liabilities, damages, judgment, expenses, and penalties resulting from the acts, omissions or work of the DIVERSE STAFFING Employee equal to the percentage of fault causing such claims, losses, damages, et al.. (2) Client agrees to accept full responsibility for any bodily injury (with the exception of workers compensation claims brought by DIVERSE STAFFING Employees), property damage, fire, theft, collision, or public liability claims that may arise out of the driving of a vehicle or any motorized mobile equipment owned, leased, used, or rented by Client and further agrees to indemnify, defend and hold DIVERSE STAFFING harmless from any aforementioned claims associated costs. (3) Client will maintain insurance for any equipment that may be driven by a DIVERSE STAFFING Employee and indemnify DIVERSE STAFFING and DIVERSE STAFFING Employee from any claim.
- 6. **Drug Testing and Background Checks** will be performed based upon Client's request at the expense of Diverse Staffing Employee.
- 7. **Non-Solicit of DIVERSE STAFFING Employees.** Client acknowledges that DIVERSE STAFFING Employees are essential to DIVERSE STAFFING'S core business of providing recruitment services and are familiar with DIVERSE STAFFING'S operating procedures and other sensitive, confidential and proprietary DIVERSE STAFFING information. Therefore, Client hereby warrants and agrees that, during the term of this Agreement and for a period of six (6) months after termination of this Agreement, will not, directly or indirectly, solicit for employment any existing DIVERSE STAFFING Employee who shall have contracted and/or worked with Client providing recruitment services pursuant to this agreement.
- 8. **Adjustments.** Client agrees that pricing is subject to adjustment on an annual basis to reflect possible increases in wage and/or related tax, benefit and other costs as the result of any determination, order or action by or under any applicable governmental authority, insurance, or benefit program. Adjustments will be applied as of the effective date of the increased tax, benefit, or cost. DIVERSE STAFFING will also adjust pricing for changes in use, gross receipt taxes, or sales if deemed applicable.
- 9. **Terms.** The term of this agreement shall be the date of execution of this agreement through the date upon which either party terminates this agreement for cause or convenience.
- 10. **Legal Fees and Expenses.** The prevailing party in any lawsuit brought to enforce any term of this Agreement shall be entitled to recover its reasonable legal fees and expenses incurred in prosecuting or defending such claim. Any claims brought by the



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Client regarding this agreement shall be filed in Johnson County, Indiana courts.

PRICING

SPECIFIC RATES FOR SKILLS THAT YOUR COMPANY USES:

<u>Position</u>	<u>Job Description</u>	<u>MARKUP% or Bill Rate</u>
Welder InstructorI	Teaching Welding	\$31.67
CNA	Teaching Nursing	
Billing and Coding	Teaching Billing and Coding	

Temp to Hire rates will be based on 13 weeks / 90 days. If client elects to hire DIVERSE STAFFING Employee prior to the completion of the 90 Days a conversion fee will apply. A conversion fee will apply for any candidates who have not completed their temp-to-hire obligation. The conversion fee is 20% of their first years annual salary.

Rates for the services provided can be adjusted by either party (DIVERSE STAFFING Services or Client) at any time based on increases in minimum wage, statutory taxes and premiums and insurance costs, upon thirty (30) day's prior written notice by either party.

I acknowledge that I have read the Service Agreement and acknowledge and understand the above previously listed terms and conditions. I acknowledge that I am an agent for the Client.

FEIN: _____

FEIN: 35-2076286 _____

Client Representative - Signature

DIVERSE STAFFING Representative - Signature

Michelle Davis

Client Representative - Print

Shawn Franklin

DIVERSE STAFFING Representative - Print

Date

10/15/13

Date



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DIVERSE STAFFING is an Equal Opportunity Employer