



## General Staffing Agreement

Sunshine Staffing, ("STAFFING FIRM"), and , CareerSource Heartland, ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

### STAFFING FIRM

#### 1. Duties and Responsibilities

STAFFING FIRM will

- a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A **and will, as the common law employer of Assigned Employees, be responsible for the following;**
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. **Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); 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 Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph e. below, the Patient Protection and Affordable Care Act (ACA); and the Occupational Safety and Health Act of 1970.**
- e. **Comply 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.**

### CLIENT

#### 2. Duties and Responsibilities

CLIENT will

- a. Properly supervise and train Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with 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;

- c. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and
- e. Exclude Assigned Employees from CLIENT's benefit plans and not make any offer or promise relating to Assigned Employees' compensation or benefits.
- f. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as
  - (i) provide Assigned Employees with appropriate safety and training information in a language Assigned Employees can understand and Personal Protective Equipment (PPE), including but not limited to information regarding when PPE must be used, as well as how to put on, take off, adjust, wear, and use PPE;
  - (ii) provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions—in a language Assigned Employees can understand, in the same manner as Client employees, and as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
  - (iii) within twenty-four (24) hours of training, provide STAFFING FIRM with documentation establishing that such site-specific safety and job training was conducted and what subject matters were covered;
  - (iv) will maintain records or logs of work related injuries and illnesses as defined by the Occupational Safety and Health Administration (OSHA). OSHA regulation (Section 1904.31(b)(2)) states that the company supervising day-to-day activities of the employees also has the responsibility of proper OSHA reporting and recording. OSHA regulation further explains that supervision of day-to-day activities is the supervision of the details, means, methods, and process by which the work is to be performed;
  - (v) provide adequate notice to Assigned Employees and STAFFING FIRM of any unsafe conditions or potential hazards at the workplace;
  - (vi) maintain all Safety Data Sheet documentation required by federal and state laws;
  - (vii) notify STAFFING FIRM immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide STAFFING FIRM with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available.

### **Payment Terms, Bill Rates, and Fees**

- 3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. Payment is 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. CLIENT's signature or other agreed 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.
- 4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time.

5. 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 during or within 365 days after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM for his or her next 560 consecutive work hours for CLIENT; or (b) pay STAFFING FIRM a 20% (annual salary) release fee.
6. 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 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.

#### **Confidential Information**

7. Both parties may receive information that is proprietary to 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. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

#### **Cooperation**

8. 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.

#### **Indemnification and Limitation of Liability**

9. 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.
10. 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.
11. 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.
12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 2 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.
13. The provisions in paragraphs 9 through 13 of this Agreement 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.

**Term of Agreement**

14. The Agreement may be terminated by either party upon 60 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.

**CAREERSOURCE HEARTLAND**

CLIENT NAME



Signature

**DONNA DOUBLEDAY**

Printed Name

**PRESIDENT/CEO**

Title

**5/20/2024**

Date

**SUNSHINE STAFFING**

STAFFING FIRM



Signature

**YESSENIA IRIZARRY**

Printed Name

**STAFFING MANAGER**

Title

**5/7/2024**

Date

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**EXHIBIT A**  
**Confidential Rate Information**  
**Prepared for:**  
**CareerSource Heartland**

**To:** Donna Doubleday  
**From:** Jessy Irizarry  
**Date:** 7/1/2024

<b>Job Description</b>	<b>Hourly Pay Rate</b>	<b>Hourly Bill Rate</b>
Clerical & Approved Light Industrial	\$12.00 - \$18.00/hr.	\$18.72 - \$28.08/hr.

Once the Sunshine Staffing employee completes a minimum of 560 hours he/she can be transferred to your payroll at no additional fee.

The Bill Rate is the rate that will be shown on your invoice, and includes the worker's wages, matching FICA, Workers' Compensation, SUI/FUI, and all other mandated costs. In addition, Sunshine Staffing will charge a twenty five cent (\$.25) per hour surcharge to meet ACA employer requirements.

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## INJURY ON THE JOB INFORMATION SHEET

**Any injury that occurs on the job must be reported to Sunshine Staffing immediately.**

<p><b><u>During Working Hours</u></b> (Monday through Friday 8:00am to 5:00pm) Call Risk Management at: <b>(863) 382-4994</b></p>	<p><b><u>After Working Hours / Weekends</u></b>  <b>Call: (863) 698-0948</b></p>
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**Please contact us immediately so that we can direct the employee where to go for treatment.**

*In case of an actual emergency, please send our employee to the nearest emergency room and contact us with the name of the facility.*

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**We ask that an accident report be completed by you or your staff when an employee presents himself / herself to your office with an injury. Please include the following on the accident report:**

1. Name of the employee
2. Social Security #
3. Valid Phone # & Current Address
4. Time & Date of Accident
5. Place accident occurred
6. What happened & how it happened
7. What part(s) of body injured (left, right, upper, lower)
8. Supervisor who was notified
9. Names of witnesses

**Please fax accident report to (863) 646-0841 attention: Risk Management  
OR send via email to [safety@sunshine-staffing.com](mailto:safety@sunshine-staffing.com)**

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November 2015

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[www.sunshinestaffing.com](http://www.sunshinestaffing.com)