



## Safety Partnership Communication – Westaff

Thank you for selecting us as a provider of staffing services. To promote our mutual goal of providing a safe work environment for our employees and to meet Federal and State regulations, outlined below are our respective responsibilities:

Our company will furnish the following safety training and orientation:

- Basic safety rules as outlined in the Policies, Procedures, and Benefits.
- General Safety Orientation Video and Knowledge Check.

In turn, your responsibilities as our client are to:

- Provide our employees with job specific safety rules and on-site training by a qualified representative.
- Train our employees in job specific Hazard Communication.
- Provide other training such as lockout/tagout, emergency preparedness, job-specific use of personal protective equipment, bloodborne pathogen and other matters specific to your workplace.
- Provide classroom and hands-on training for the use of any powered industrial truck that our employee may be required to use within the scope of his/her job assignment. Furthermore, the client must evaluate the operator's performance and determine the operator to be competent to operate safely the powered industrial truck that they have been assigned.
- Provide a safe working environment in compliance with OSHA regulations.
- Include any recordable injury/illness to our assigned field employee(s) on your company's OSHA 300 Log as required by OSHA regulations.
- Enforce our employees' usage of required Personal Protective Equipment (PPE) at all times to include: \_\_\_\_\_ (list all required PPE). This PPE will be provided to the employee by client (client or Westaff).

help us ensure that:

- Our employees perform only the job tasks for which they have been assigned and trained. Any change of job description must be reported to our office prior to the employee undertaking the task.
- Our employees are not permitted to lift more than 50 lbs. without assistance nor work more than 4 feet off the ground without fall protection.
- The use of alcoholic beverages or drugs is strictly forbidden. Please notify us immediately if one of our employees appears intoxicated or impaired.
- Our employees are not allowed to drive any motor vehicle as a part of their assignment with you, nor are they to use their personal vehicle for errands, deliveries, and etc. while on assignment.
- Our employees are not allowed to handle cash or securities while working at your location, without our express agreement and without proper indemnification agreements.
- Our Staffing Coordinator is notified immediately if one of our employees sustains an injury.
- Our Staffing Coordinator is notified immediately if one of our employees is observed behaving unsafely.
- A complete accident investigation is conducted if there is an on-the-job injury/accident. We request that an on-site supervisor complete an *On-Site Supervisor's Accident Investigation Report* form and any persons who observed the accident complete our *Witness Statement* form.
- When possible, injured employees are returned to "modified duty" work as soon as medically able.

This form is a key document used to communicate our respective responsibilities to ensure a safe work environment for our associates. The signature line is an acknowledgement that we have covered this document with you. Thank you for your assistance and we look forward to a mutually beneficial working relationship.

Broadwater County

Signature: Laura Obert

Print Name: Laura Obert

Title: Chair, Broadwater County Commission

Presented to Client by: Emma Rooney

Signature: \_\_\_\_\_

Date: 4/23/2020

Title: Branch Manager



**Scope of Work - Services**

You ("Client") have requested that we supply Westaff employees ("Assigned Employees") to you to supplement your own work force. We will supply such employees to you as you may from time to time request, with the skills you request, to work at your site, and to work under your direction, control and supervision. This Service Letter starts on April 23, 2020 and will end on April 24, 2021.

**Position, Rate & Fee Information**

LOCATION: Broadwater County	HOURLY	
	SERVICE RATE	OTHER CHARGES
<b>POSITION/JOB TITLES &amp; DESCRIPTIONS:</b>		
Custodial Worker \$12-\$14/hour	\$18.58-\$21.68	
*Service rates for positions not outlined in this service letter to be negotiated by client and Westaff		

The rates above include employment related taxes; FICA, FUTA, SUTA, Workers' Compensation insurance and expenses, and all administrative costs of recruitment, screening, reporting and account management. The rates above do include the ACA Surcharge, and they do not include Criminal Background or Drug Screening fee, each of which is described below.

**ACA**

Westaff will comply with the applicable Employer Mandate provisions of the Patient Protection and Affordable Care Act for Assigned Employees.

**Employment of Westaff Assigned Employees**

Client acknowledges that Westaff spends considerable time and effort to locate, screen and identify the skill sets of its Assigned Employees and agrees that the collective information regarding the Assigned Employees' identities, contact information and skill sets is considered confidential information. Client will not solicit the services of Assigned Employees, either directly or through another staffing agency, outside of the assignment through Westaff during any assignment or within the respective time periods set out below. In further recognition of the time and effort that Westaff spends to locate, screen and identify its Assigned Employees' skill sets, Client agrees to pay the following fees where applicable:

- (a) **Employment by Client:** If Client directly hires an Assigned Employee currently on assignment with Client or who has been provided or presented to Client by Westaff within the past six (6) months onto its payroll, Client agrees to pay a fee based on a set fee of: service rate - payrate X hours left to work out of 480. After the Assigned Employee has worked for Client for a minimum of 480, the fee may be reduced to 0. Fees are due and payable at the time of hire onto Client's payroll. No Assigned Employees may be hired by Client if Client's account balance is past due. If Client hires an Assigned Employee when Client's account balance is past due, Client agrees to pay an additional fee of balance, also due and payable at the time of hire.
- (b) **Employment through Another Staffing Provider:** If Client or any of its affiliates (or any other entities acting under the direction or encouragement of Client or its entities) encourages or facilitates an Assigned Employee to leave Westaff in order to work at Client's site through another staffing provider, Client agrees to pay a fee of ten percent (10%) of the Assigned Employee's annualized wages. This provision shall apply during any assignment or within the past Choose an item. months of the date of the last assignment.

**Overtime Rates, Shift Notification, Guarantee, and Adjustments**

Westaff reserves the right to adjust Bill Rates in the event of a change in state or federal mandated payroll taxes or employer costs, government imposed mandates, or if the nature of a job description changes. Any other rate or fee changes made by Westaff will require the prior approval of Client. Overtime hours will be billed at one-and-one-half times the straight time rate. Overtime will be billed and paid in accordance with applicable law.

There is a 4-hour minimum charge for each individual requested by Client whom Westaff dispatches on assignment (unless Client notifies Westaff two hours prior to the start of the shift). Westaff offers a 4-hour guarantee for all Assigned Employees. Should our employee's first day's performance be deemed unsuitable for your environment for any lawful reason, Westaff will not bill you for up to 4 hours.

### **Criminal Background & Drug Screening**

If Client requests, after careful consideration and discussion with Westaff, that Westaff conduct criminal background checks of employees Westaff would assign to the positions covered by this Letter, then Client agrees to comply with any existing and applicable EEOC Enforcement Guidance and other regulations (and interpretive case law), as follows: If a candidate has a criminal conviction history, Client will engage with the Westaff team to perform the appropriate analysis of the nature of the crime, length of time since it occurred, and its relevance to the position in question. Client understands and acknowledges that there will be an added fee, as outlined in the attached Addendum, for this service. Westaff will perform or obtain legally-permissible drug testing of Assigned Employees prior to assignment for an additional fee, as outlined in the attached Addendum.

### **Invoicing and Payment Terms**

At the end of each week, Client will review and approve in writing time worked by Assigned Employees. Client will not allow Assigned Employees to work hours in excess of what is reported and approved. Client's signature or acceptance on the time sheet/automated time system certifies that the reported hours are correct. Westaff will invoice Client weekly at the agreed rates. **Payment is to be received by Westaff on or before the 30th day from date of invoice.** Payment not received within terms may be subject to late fees. **Client will provide accurate information so that all Assigned Employees can be paid for all hours worked as required by federal, state, and/or local law.**

### **Westaff's Services and Responsibilities**

Westaff will recruit, screen, interview, test (clerical skills assessment and job specific assessments as appropriate), and assign its qualified employees to perform the type of work that Client requests to be performed under Client's supervision at the location(s) identified above. Westaff's employees may only operate powered industrial equipment, such as forklifts and pallet jacks, with the prior consent of Westaff. Westaff's responsibilities are to: pay Assigned Employees their wages; withhold and remit payroll taxes and other legislatively mandated charges related to them; provide unemployment insurance and Workers' Compensation benefits; handle unemployment and Workers' Compensation claims involving Assigned Employees; provide the benefits that Westaff offers its employees and maintain Assigned Employees' personnel and payroll records; and comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of coverage to "full-time" employees (as that term is defined in 26 U.S. Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

### **Client's Duties and Responsibilities**

Client will provide Westaff with accurate job descriptions for the type of work to be performed by Assigned Employees. If Client requires an interview, Client will be available to interview candidates within a reasonable timeframe of Client's request. Client's responsibilities are to: properly supervise Assigned Employees; be responsible for and safeguard all aspects of its business operations, products and services; provide safe working conditions, including abiding by the terms of the Westaff's Safety Partnership Communication; exercise good judgment and management relating to the day-to-day supervision of Assigned Employees; and provide appropriate information, training and safety equipment. If Client uses or intends to use any biometric data of Assigned Employees, Client will notify Westaff and comply with all applicable biometric privacy laws. Other than powered industrial equipment (such as forklifts), Assigned Employees are not permitted to operate any vehicle while on assignment; therefore, Client will not ask or permit Assigned Employees to use any vehicle. Client will not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the prior written permission of Westaff. Client agrees not to change any Assigned Employee's job duties without Westaff's express prior written approval. If an Assigned Employee sustains an injury, Client will immediately notify Westaff and assist in the coordination of medical treatment as may be necessary. Client will comply with all applicable state and federal wage and hour laws related to Assigned Employees. Client acknowledges that Westaff's standard practice is to pay Assigned Employees based on minute-to-minute timekeeping. If Client requests that Assigned Employees' time be calculated on any other basis or with use of rounding, Client accepts responsibility for any liability arising from such practice. Westaff will bill Client, and Client agrees to pay, for all wages and premium wages paid to Westaff's employees in accordance with applicable laws, including, without limitation, for any missed, short or late meal or rest periods.

**SERVICE LETTER**

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IN WITNESS HEREOF, the Parties' signatures below indicate acceptance and agreement to the terms set forth above.

**Westaff Workforce Solutions, LLC dba  
Westaff**

**Broadwater County**

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

*Laura Obert*  
\_\_\_\_\_  
*Chair - Broadwater Co. Commission*  
*Laura Obert*  
\_\_\_\_\_  
*4-23-20*  
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