

# EverythingHR and EverythingHR Financial Services

*We Are EverythingHR*

© All Rights Reserved



## *HR Outsourcing Agreement*





EverythingHR

EverythingHR Financial Services

## Human Resource Outsourcing Agreement

El Shaddai Consulting, LLC, DBA EverythingHR, with its principal office located at 1055 E. South Blvd Suite 225 Rochester, MI 48307 ("HR Outsourcer"), and \_\_\_\_\_, with its principal office, located at \_\_\_\_\_ "Client") agree to the terms and conditions set forth in this HR Staffing Agreement (the "Agreement").

### HR Outsourcer

Will be the UIA of Michigan liaison for participating City of Ferndale small businesses. Through this relationship, we will distribute the State of MI UIA, WorkShare, and Related Materials to all of the City of Ferndale businesses that are supported under this agreement. The city of Ferndale businesses will enroll in the program by submitting their City of Ferndale Small Business Support Program to EverythingHR.

EverythingHR will provide 250 hours of support for the following services:

- Attend all State of Michigan UIA and WorkShare webinars and teleconferences for Ferndale businesses
- Develop or solicit from the State, as needed, short key-takeaways/updates as companion documents for the State's materials
- Disseminate summary documents and other materials from webinars and teleconferences to all enrolled Ferndale Small Business participants
- Create and provide layoffs and terminations templates and tools for employers or file electronically on behalf of the employer
- Collect and submit specific UIA, WorkShare, and related questions from the City of Ferndale enrolled businesses to UIA via the State of MI's Ferndale Liaison/process
- Provide weekly update reports on the number of businesses served and question themes to \_\_\_\_\_
- Provide a summary report of companies served and services rendered upon the expiration of this agreement
- Provide the Families First Act and Paid Sick Leave assistance.
- Employer/Employees can contact the contractor with one-one consults.

**Any request beyond 5 hours of services will have to be pre-approved by \_\_\_\_\_**

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

1. CLIENT will pay HR Outsourcer for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees outlined in this Agreement. HR Outsourcer will invoice in addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay HR Outsourcer the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that HR Outsourcer 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**

2. 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 the CLIENT's confidential information will be imputed to HR Outsourcer as a result of Assigned Employees' access to such information.

## **Cooperation**

3. 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**

4. To the extent permitted by law, HR Outsourcer 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 HR Outsourcer'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 HR Outsourcer or HR Outsourcer's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
5. To the extent permitted by law, CLIENT will defend, indemnify, and hold HR Outsourcer 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.

6. 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.
7. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 30 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.
8. The provisions of paragraphs 8 through 12 of this Agreement constitute the complete agreement between the parties on indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

#### **Miscellaneous**

9. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal.
10. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
11. 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.
12. This Agreement and the exhibits 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.
13. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
14. 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 after that to enforce each and every provision of this Agreement.
15. CLIENT will not transfer or assign this Agreement without HR Outsourcer's written consent.
16. 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.
17. Neither party will be responsible for failure or delay in the 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.

**Term of Agreement**

**18.** This Agreement will be for a term of 90 days from the first date on which both parties have executed it and is automatically renewable. The Agreement may be terminated by either party upon 48 hours 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 48 hours written notice.

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

CLIENT

EverythingHR  
HR OUTSOURCER

Signature

Signature

Printed Name

Felicia G. Harris

Printed Name

Title

Principal

Title

Date

Date



## Exhibit A Statement of Work

### Pricing

Pricing will be for a total of 250 hours at \$60 per hour for virtual service. To verify the hours worked, each employer will be asked to sign a timesheet.

### HR Outsourcing Services include consulting on the following:

Will be the UIA of Michigan liaison for participating City of Ferndale small businesses. Through this relationship, we will distribute the State of MI UIA, WorkShare, and Related Materials to all of the City of Ferndale businesses that are supported under this agreement. The city of Ferndale businesses will enroll in the program by submitting their City of Ferndale Small Business Support Program to EverythingHR.

EverythingHR will provide 250 hours of support for the following services:

- Attend all State of Michigan UIA and WorkShare webinars and teleconferences for Ferndale businesses
- Develop or solicit from the State, as needed, short key-takeaways/updates as companion documents for the State's materials
- Disseminate summary documents and other materials from webinars and teleconferences to all enrolled Ferndale Small Business participants
- Create and provide layoffs and terminations templates and tools for employers or file electronically on behalf of the employer
- Collect and submit specific UIA, WorkShare, and related questions from the City of Ferndale enrolled businesses to UIA via the State of MI's Ferndale Liaison/process
- Provide weekly update reports on the number of businesses served and question themes to \_\_\_\_\_ at the City of Ferndale
- Provide a summary report of companies served and services rendered upon the expiration of this agreement
- Provide the Families First Act and Paid Sick Leave assistance.
- Employer/Employees can contact the contractor with one-one consults.

**Any request beyond the scope of services will have to be pre-approved by \_\_\_\_\_.**

**Client**

EverythingHR  
HR Outsourcer

**Signature**

Signature

**Printed Name**

Felicia G. Harris  
Printed Name

**Title**

Principal  
Title

Date

Date

### **Insurance**

HR OUTSOURCER will cover HR OUTSOURCER's staffing operations for CLIENT with at least the following types and limits of insurance or other coverage:

- a. Workers' compensation benefits or coverage on the Assigned Employees, in amounts no less than required by law
- b. Employer's liability insurance with limits of \$ 2,000,000
- c. Commercial general liability insurance, including personal injury, contractual liability, and property damage, with limits of \$ 2,000,000

### **Late Payment Penalty**

A monthly service charge of 18% per annum (1.5% per month) on charges remaining unpaid after 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees and other expenses incurred to collect all charge(s) on your account. **Initial**

### **No Staff Hire-Always; Fee**

CLIENT and HR OUTSOURCER agree not to directly or indirectly employ or engage as an independent contractor any staff employee of the other party during the term of this Agreement and for a period of 48 months thereafter without the prior written consent of the other party. Any party violating this paragraph will pay to the other party a fee in the amount of 100% of the employee's annualized compensation with the new employer. **Initial**

### **Financial Audit**

Upon reasonable written notice, either party may, at its own expense, inspect the other party's financial records relating to this Agreement, or the audited party shall cooperate with such audit. Auditors who are not employees of the auditing party may be engaged for this purpose only with the consent of the audited party.

### **Nature of Relationship**

The services that HR OUTSOURCER will render to the CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between HR OUTSOURCER and CLIENT.

### **Arbitration**

Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) at the AAA location closest to HR OUTSOURCER's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

### **Choice of Law**

This agreement will be governed by and construed by the laws of the state of Michigan, without reference to any conflicts of law principles thereof.

### **Assignment of Agreement**

CLIENT shall not transfer or assign this Agreement without the written consent of HR OUTSOURCER, and any attempted assignment without such consent shall immediately terminate this Agreement.





# Recurring Billing Agreement

I authorize EverythingHR to initiate either an electronic debit or to create and process a demand draft against my bank account according to the terms outlined below.

I acknowledge that the origination of ACH transactions to my account must comply with the provisioning of United States law.

1055 E. South Blvd. Suite 225 Rochester Hills, MI 48307 (586) 461-1400 (O) / (586) 461-1181 (F)  
[www.EverythingHR.net](http://www.EverythingHR.net)

## Terms of Billing

Company Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

*Please place an **X** next to your preferred recurring payment option and complete the required information for your selection.*

### Recurring Payment Option #1

\_\_\_\_\_ Starting on \_\_\_\_\_ [Month/Day/Year] and on the \_\_\_\_\_ [Day of Month] of each month following through \_\_\_\_\_ [Month/Day/Year] for the amount of \$ \_\_\_\_\_.

### Recurring Payment Option #2

\_\_\_\_\_ Starting on \_\_\_\_\_ [Month/Day/Year] and on the \_\_\_\_\_ [Day of Month] of each month following through \_\_\_\_\_ [Month/Day/Year] for the amount owed to EverythingHR as detailed in Invoices.

## Bank Information

Bank ABA Number \_\_\_\_\_ Bank Account Number \_\_\_\_\_

Bank Account Name \_\_\_\_\_ Bank Account Type: [Savings/Checking] **circle one**

This payment authorization is to remain in full force and effect until I, [Customer Name], notify EverythingHR of its cancellation by sending written notice in such time and in such manner to allow EverythingHR and receiving financial institution 7-14 business days to act on the cancellation. All cancellations occurring within a billing cycle will be prorated, and your account will be credited with the difference.

Authorized Customer Signature	Authorized Customer Printed Name	Date Signed
-------------------------------	----------------------------------	-------------

*Each time Intuit Merchant Services process a transaction a notice will be sent to the email address below*

Customer email address \_\_\_\_\_

This form can be returned by fax to (586) 461-1181 or email to [support@everythinghrfs.net](mailto:support@everythinghrfs.net). This information **WILL NOT** be stored by EverythingHR or any of its affiliates. **All transactions will be processed by Intuit Merchant Services.** If you have any questions, please contact billing at (586) 461-1400.

## BENEFITS

EverythingHR will provide wholesale insurance (group life, group medical, group disability, business owner policy, employee protection liability insurance, etc.) and small business retirement (401k, 403b, SEP, Simple IRA, Individual 401k, Non-qualified Highly Compensated Employees plan, etc.) assistance to all members.

### INSURANCE AND RETIREMENT PROVIDERS

