

Lexington Fayette Urban County Government ("LFUCG")  
1793 Old Frankfort Pike, Suite 50  
Lexington, KY 40504

**Amended General Conditions**

Thank you for using OmniSource Integrated Supply, LLC ("OmniSource") for your staffing needs. OmniSource employee(s) ("Assigned Employee(s)") are assigned to you under the following General Conditions:

**OMNISOURCE Responsibilities**

OMNISOURCE will provide to LFUCG the services of its employees ("Assigned Employees") as requested by CLIENT. LFUCG will use the services of OMNISOURCE as a provider of Assigned Employees for the job titles outlined in the Payment Terms.

OMNISOURCE agrees to assume full responsibility for paying wages, withholding, and transmitting payroll taxes; making unemployment contributions; providing workers compensation insurance; handling unemployment and workers' compensation claims. Assigned Employees will not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by LFUCG to its direct employees.

OMNISOURCE will recruit, interview, test, screen, and ensure compliance with legally required pre-employment obligations for all Assigned Employees to be assigned to CLIENT's facilities prior to their assignment at LFUCG facility. All Assigned Employees will be subjected to a 5 panel drug screen and E-Verify through the Social Security Administration.

OMNISOURCE will maintain general liability, workers compensation and employers liability insurance.

**CLIENT'S Responsibilities**

LFUCG will provide the Assigned Employees of the OMNISOURCE with a safe work environment. LFUCG will provide the Assigned Employees with an orientation on job specific safety rules, job specific Hazardous Communications training, other training such as emergency evacuation, proper use of personal protective equipment (PPE) and any other necessary safety training. Within 24 hours of an injury to an Assigned Employee, LFUCG will provide a complete accident report to OMNISOURCE. LFUCG is responsible to include any recordable injury to Assigned Employees (s) in their OSHA 300 log and for compliance with the Occupational Safety and Health Act and comparable state laws and regulations.

LFUCG shall notify OMNISOURCE if the job description changes for the Assigned Employee(s), so that OMNISOURCE can determine if workers compensation classification code requires modification

LFUCG agrees that it will not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, confidential or trade secret information, negotiable instruments, or other valuables without the prior written permission of OMNISOURCE.

LFUCG will not request or permit any Assigned Employee to use any vehicle, regardless of ownership, in connection with the performance of services for CLIENT, without the prior written permission of OMNISOURCE. "Vehicle" is defined as an automobile, truck, van, E-Z Go or other motorized vehicle. Those Assigned Employee's that have completed certified forklift training are permitted to operate forklifts.

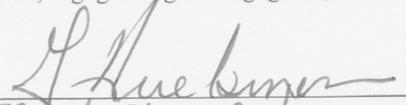
**LFUCG and OMNISOURCE Dual Responsibilities**

LFUCG and OMNISOURCE affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. LFUCG and OMNISOURCE agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, LFUCG and OMNISOURCE agree to cooperate in the prompt investigation and resolution of such complaint.

To the extent permitted by law, OMNISOURCE agrees to defend, indemnify, and hold LFUCG harmless of and from any and all claims or losses that LFUCG actually incurs (including reasonable attorney's fees) caused by the fault, negligence, gross negligence, or recklessness of OMNISOURCE.

To the extent permitted by law, LFUCG agrees to defend, indemnify, and hold OMNISOURCE harmless against any and all claims, losses, and liabilities that OMNISOURCE incurs (including reasonable attorney's fees) that are caused by the fault, negligence, gross negligence, or recklessness of CLIENT.

LFUCG Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

OmniSource Signature:   
Printed Name: GREG HUELSMAN  
Title: BUSINESS DEVELOPMENT EXEC  
Date: 9-9-15

**Payment Terms**

Based upon Current Regular Time Rate of \$31.20 per hour/\$46.80 per hour Overtime. Note this contract shall cover future automatic pay rate increases commensurate with all approved LFUCG across the board rate increases.

JOB TITLE	REGULAR MARK UP %	O.T. MARK UP%	TERMS
	%	%	
CSEEP Web EOC Coordinator	40%	26%	Net 30
Travel and Expenses	No Mark up; LFUCG to reimburse employee	NA	NA

- Pricing is based on current federal and state payroll rates. OmniSource reserves the right to immediately increase the pricing in the event of a federal or state mandated payroll rate increase. OmniSource will provide the documentation supporting any increases
- In 2015, the Affordable Care Act (ACA) employer mandates will be in effect. ACA will have a major impact on employer costs and record keeping. OmniSource reserves the right to increase pricing to LFUCG to absorb the costs related to ACA.
- 5-Panel Drug Screen
- Nationwide Criminal Background Check – Assigned Employee will be disqualified based on LFUCG criteria.
- OmniSource will comply with the provisions of the Patient Protection & Affordable Care Act ("PPACA") 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 the Code §4980H and related regulations) and the applicable employer information reporting provisions.
- Further, OmniSource shall be responsible and agrees to indemnify you, the client, for any claims, taxes, penalties or other liabilities assessed due to failure to comply with the above mentioned "PPACA" provisions.
- Initial Credit Limit \$35,000.00. This will be reviewed and Adjusted by OmniSource as needs warrants.
- Pay Period is Monday to Sunday. LFUCG will be billed weekly.
- LFUCG will provide approved timesheets for all OmniSource Assigned Employees by Noon Monday for the week ending the prior Sunday. The approved timesheets and/or having OmniSource Assigned Employees working at your facility or on Client's behalf indicate your acknowledgement and agreement to the General Conditions and these Payment Terms.
- In the event a portion of any invoice is disputed, the undisputed portion shall be paid. The disputed portion of the invoice will be resolved in a timely manner by both parties.
- In the event an Assigned Employee works more than forty (40) hours in any work week for CLIENT, that Assigned Employee is entitled to overtime compensation as provided by law and LFUCG agrees to an increase in the bill rate of one and one half times (1.5 times) the regular bill rate.
- If workers comp claims at LFUCG are above expected levels, OmniSource reserves that right to increase pricing to offset the additional costs. Expected levels would be less than 2.75% of payroll
- In an effort to keep SUTA unemployment taxes down, OmniSource requests LFUCG assist in proper documentation when changing or ending assignments for Assigned Employees. This allows OmniSource to fight unwarranted unemployment claims.
- Temp to Hire: Assigned Employee may be converted to CLIENT's own payroll (as Clients' direct employee) after they have worked for LFUCG at least 480 billed hours as an employee of OmniSource. A conversion fee of \$750 applies to all Assigned Employees taken to CLIENT's payroll prior to the 480 billed hours.
- If LFUCG elects to take an OmniSource Assigned Employee Temp to hire, they must give a minimum 1 week written notice to OmniSource. Written notice must include CLIENT's official date of hire for each Assigned Employee taken Temp to Hire. Transitions can only occur at the beginning of new payroll period (Monday).
- LFUCG will not allow OmniSource Assigned Employees to be "rolled over" to another staffing agency prior to the 480 conversion hours outlined in #10 above. If this occurs, LFUCG agrees to pay a liquidation fee of \$750 per OmniSource Assigned Employee converted prior to the 480 billed hours. Additionally, if LFUCG converts OmniSource Assigned Employees to another staffing agency prior to 30 day written notice of cancellation, then LFUCG agrees to pay a \$750 per Assigned Employee liquidation fee.
- In the event that LFUCG fails to pay the invoice within the terms above, then LFUCG agrees to pay all of OMNISOURCE's costs of collections, including reasonable attorneys' fees, whether or not legal action is initiated.
- Late fee of 1.5% per month will be charged on all balances over term, invoiced monthly and due upon receipt.
- This Agreement may be terminated by either party with 30 days' written notice to the other party, without reason or cause. In the event the LFUCG is past due on payments, OmniSource may terminate this agreement upon 24 hours written notice.
- OmniSource's Assigned Employee's are assigned to LFUCG under the General Conditions, which have been provided to Client.

LFUCG Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

OmniSource Signature: *Greg Huelsman*  
 Printed Name: GREG HUELSMAN  
 Title: BUSINESS DEVELOPMENT EXEC.  
 Date: 9-9-15