



Exclusive Professional Service Agreement

Organization: _____

Management Contact/Title: _____ Email: _____

Human Resources/Title: _____ Email: _____

Address: _____
P.O. Box/Street City State Zip

Telephone Number: _____ Fax Number: _____

Effective Date: _____

This Professional Agreement provides the following at no additional charge (less poster cost in "4" and travel expenses as noted in "9"):

1. **Hotline** – The SESCO professional staff will be available on a priority basis to provide, without charge, unlimited telephone/email consulting with managers and/or human resources team for the purpose of preventing and solving human resource management problems and complying with Federal/State Employment Regulations.
2. **Newsletter** – SESCO's monthly client publication, *The SESCO Report*, will be mailed to key management personnel as the client directs.
3. **Annual Onsite Visit** – This annual visit will provide the client the following services (or other service as requested):
 - A. **Federal and State Employment Law Compliance Assessment.** An assessment for compliance of all federal and state employment regulations. Followed by SESCO's report of findings.
 - B. **Harassment Training.** Harassment training provided to managers as required by law.
 - C. **Management Training.** HR updates and awareness training for managers and staff (hiring, firing, EEOC, etc.).
4. **Labor Law Posters Program** – SESCO will manage the client's poster compliance program including updating clients when new posters are required. SESCO will provide posters at a reduced fee amount.
5. **Per Diem Consulting Services** – Additional consulting engagements with the client's management team will be provided upon request by the client. Available are all of SESCO's current human resource management and management consulting services. All professional services rendered will be delivered on a priority basis and will be billed at reduced rates and/or via quoted fee.
6. **Monthly Fee** – SESCO services described above will be provided for an annual service fee to be billed in monthly installments of \$_____, in the month of service. For requested services provided on a pre-quoted or per diem basis, a statement will be sent monthly explaining the time and services rendered in detail.
7. SESCO will keep in strict confidence and not divulge to any other employer or any other person except your accountant or attorney, the nature of any recommendation, system, fees, or reports implemented as a result of SESCO's consulting relationship.

Except as required by law or pursuant to an order of a court of competent jurisdiction, SESCO will not disclose to any third party any non-public information regarding the company or any proposed transaction provided to it in connection with its engagement hereunder, other than its employees, without the prior written consent of the company.
8. If at any time hereafter SESCO becomes involved in any capacity in any action or legal proceeding in connection with its services or with matters that are the subject of this Agreement, the company agrees to indemnify and hold harmless SESCO and its officers, directors, members, shareholders, or consultants against any losses, claims (whether or not valid), damages, judgments, liabilities, or expenses (including legal expenses) actually and reasonably incurred, unless such losses or claims, damages, judgments, liabilities, or expenses are finally determined by a court of competent jurisdiction to have been caused by the gross negligence, bad faith, or willful misconduct of SESCO.
9. SESCO does not engage in the practice of law. Should legal assistance be required, client's designated legal counsel will receive SESCO's complete cooperation and assistance on all consulting, personnel, and labor relations matters.
10. Travel expenses and administrative expenses will be billed at cost to the client.
11. The payment for all fees shall be made within 30 days of invoice. In addition to any other right or remedy it may have, SESCO Management Consultants shall be entitled to interest at a rate equal to the lesser of 10% per month and the maximum allowed by law on all overdue payments plus all costs and expenses of collection. Client shall be responsible for all applicable taxes, duties and fees required. Fees and other terms and conditions are subject to change by SESCO Management Consultants upon written notice.
12. During the term of this Agreement, and any renewals or extensions hereof and for a period of one (1) year thereafter, neither party shall, either directly or indirectly, employ or seek to employ any persons currently employed by the other to perform services for such party as employees, independent contractors or otherwise, unless mutually agreed IN WRITING BY THE PARTIES HERETO.
13. This Professional Service Agreement will remain in effect for a minimum of two years and will be renewed annually unless written notice is provided to SESCO at least sixty (60) days prior to the annual renewal date.

SESCO Client Services

These additional SESCO services are available on a per diem or quoted fee basis:

- Affirmative Action Programs
- Applicant Screening -- Workplace Reference Checks
- COBRA Compliance Reviews
- Compensation Systems/Pay Systems
- EEOC Investigations
- Employee Attitude Survey Programs
- Benefits Communication Programs
- FMLA (Family and Medical Leave Act) Compliance Services
- Federal Wage-Hour Investigations
- Employee Handbooks
- Job Descriptions/Job Evaluation
- Individual Leadership Development/Coaching
- Applicant Assessments/Testing
- Management Assessment and Appraisal Programs (MAAP)
- Management Development Seminars and Workshops
- Certified Management Training
- Organizational Development/Team Building
- Outplacement Counseling
- Performance Appraisal Systems
- Personnel Forms
- Personnel Policy/Procedures Manual
- Pre-Employment Screening, Background Check
- Harassment Awareness Training/ Investigations
- Team Development/Conflict Resolution
- Wage-Benefit Surveys

Acknowledgment By:

SESCO Management Consultants: _____
Date

Client: _____
Date

Client Locations Covered by this Agreement: _____

Special Billing Arrangements: _____

Management to be placed on mailing list to receive *The SESCO Report*:

Name	Title	Address or E-mail
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SESCO Management Consultants
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