



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: _____

Association: _____ Effective Date: _____

This Professional Service Agreement provides the following services at no additional charge:

- 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/Weekly Email Updates** – SESCO's monthly client publication, *The SESCO Report*, will be mailed/emailed to key management personnel as the client directs. Weekly email updates are also provided to management as directed.
- 3. Labor Law Posters Program** – SESCO will provide free federal and state posters, less shipping.
- 4. Employee Handbook Review** – SESCO Attorneys will review client handbook for a \$250.00 flat fee. If revisions are suggested to SESCO developed handbooks, revisions may be made at no charge.
- 5. Reduced Fees** – Clients will receive a 15% reduction in fees for requested project work beyond the service as provided under the Professional Service Agreement.
- 6. Monthly Fee** – Services described above will be provided for 24-months to be billed in monthly installments of \$_____.
- 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.
- 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.** Travel and administrative expenses will be billed at cost to the client for requested consulting and projects.
- 10.** 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 18% per month and the maximum allowed by law on all overdue payments plus all costs and expenses of collection, including fees charged by the Collection Firm. Client shall be responsible for all applicable taxes, duties and fees required.
- 11.** 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.
- 12.** This Professional Service Agreement will remain in effect for a minimum of two (2) years and will be renewed every 24 months unless written notice is provided to SESCO at least sixty (60) days prior to the renewal date.

SESCO Client Services

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

- Affirmative Action Programs
- Background and Reference Checks
- COBRA Compliance Reviews
- Compensation Systems/Pay Systems
- EEOC Investigations and representation before the EEOC
- Employee Satisfaction Survey Programs
- Benefits Communication Programs
- FMLA (Family and Medical Leave Act) Compliance Services
- Federal Wage-Hour Investigations and DOL Representation
- Employee Handbooks/Policy Manuals
- Job Descriptions/Job Evaluation
- Leadership Development/Coaching
- HR Software
- 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
- Performance Management Systems
- Personnel Forms/Compliance Manuals
- Executive/Leadership Search and Hiring
- Harassment Awareness Training/ Investigations
- Team Development/Conflict Resolution
- Wage-Benefit Surveys
- Family Business Consulting
- Succession Planning
- Termination agreements and support
- Unemployment services
- ACA and Benefit Consulting

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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