



# KEY HR Worksite Acknowledgment of Work Status

## WORKSITE AGREEMENT

I, the undersigned individual, in consideration of my being placed in a professional employer organization (“PEO”) relationship with Key HR, LLC. (hereafter referred to as “Key HR”) acknowledge and agree to the following:

(1) At all times during my relationship with Key HR, I understand and agree that I will remain an employee of the client company for which I am working (“Client”) that has contracted with Key HR regarding my services in a PEO relationship and, to the extent allowed by law, Client will continue to have sole and exclusive control over my day-to-day job duties and over the worksite(s) where I perform services. Additionally, to the extent allowed by law, Client will continue to provide all onsite supervision, including, but not limited to, determining my job assignments and training requirements and evaluating my performance. Also, to the extent allowed by law, Client will determine my job duties, rate of pay, hours worked, continued employment opportunities, and other terms and conditions of my employment;

(2) I understand and agree that my status with Key HR is at-will and that either Key HR or I can terminate our PEO relationship at any time. I further understand and agree that there is no contract of employment which exists between Key HR and me and I understand and agree that Key HR will not become a party to any contract of employment and/or any restrictive covenant/non-competition agreement which I have already entered into or which I may in the future enter into with Client. I agree that any such agreement and contract entered into with Client by me shall remain in full force and effect and are not affected by the professional employer organization relationship between Client and Key HR. Additionally, I understand and agree my at-will status with Key HR does not change the employment status I had with Client prior to the existence of the professional employer organization relationship between Key HR and Client and that Key HR is not responsible for any contractual obligations which may exist between Client and me;

(3) I understand and agree that I am performing services within a professional employer organization relationship where the duties and responsibilities applicable to me are set forth in a service agreement entered into between Client and Key HR;

(4) I understand and agree that Key HR has assumed such responsibility to pay me wages as is required by applicable law. I also understand and agree that, unless otherwise required by law if Key HR does not receive payment from Client for services which I perform as a utilized individual, Key HR may, where allowed by law, pay me the applicable minimum wage (or the legally required minimum salary) for any such pay period, and I agree to this method of compensation. Additionally, I understand and agree that Client remains an employer of me during my PEO relationship with Key HR and Client at all times ultimately remains obligated to pay me my regular hourly rate of pay if I am a non-exempt individual and to pay me my full salary if I am an exempt individual if Key HR is not fully paid by Client for services that I render;

**\*\*\*If you are getting paid under the table or for unreported hours please notify  
Key HR Risk Department immediately at 1-800-922-4133. \*\*\*\***



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(5) I also understand and agree that, unless otherwise required by law, where payment for the following items have not been received by Key HR from Client, Key HR does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, profit sharing, vacation, sick, or other paid time off pay, compensation, benefit, or for any other payment, not required by law, in any form, or for any other similar type of payment (except as provided at paragraph (4) above), unless Key HR has specifically, in a written agreement entered into with me, adopted Client's obligation to pay me such compensation or benefit (Key HR does assume this responsibility where such payment has been received from Client encompassing such items regarding me);

(6) Unless otherwise contractually agreed to by Client and Key HR, Key HR has agreed to maintain workers' compensation insurance covering my employment. In recognition of the fact that any work-related injuries which might be sustained by me are covered by state workers' compensation statutes, and to avoid the circumvention of such state statutes which may result from suits against the customers or clients of Key HR or against Key HR based on the same injury or injuries, and to the extent permitted by law, I hereby waive and forever release any rights I might have to make claims or bring suit against any client or customer of Key HR and/or against Key HR for damages based upon injuries which are covered under such workers' compensation statutes. In the event of a work-related injury, I understand and agree that, to the extent allowed by law, my sole remedy lies in coverage under Key HR workers' compensation policy or Client's workers' compensation policy if it maintains its own workers' compensation policy;

(7) I understand and agree that if I am injured on the job, even if the injury is minor or even if I do not want treatment, I must still immediately report it to my supervisor. I also agree to comply with any lawful drug testing policy which may be adopted, and I specifically agree to post-accident drug testing in any situation where it is allowed by law;

(8) In addition, I also agree that if at any time during my employment at Client I am subjected to any type of discrimination, including discrimination because of race, sex, sexual orientation, harassment of any type, disability, color, age, genetic information, national origin, citizenship status, religion, retaliation, veteran status, military status, or union status, or if I am subjected to any type of harassment including sexual harassment, I will immediately contact an appropriate person of Client. In most instances, this appropriate person will be the President of Client. Should I choose not to contact Client for any reason, I may contact Key HR's Human Resources Director at 1-800-922-4133 for the limited purpose of having Key HR, at its option, and not as an employer, but as a possible facilitator, try in its sole discretion, to attempt to facilitate a resolution if requested and agreed to by all parties;

(9) I understand and agree that Client has sole and exclusive control over my day-to-day job duties and Client has sole and exclusive control over the job site at which, or from which, I perform my services and that Key HR only reserves and retains such rights and authority as is required by applicable law. I agree that Key HR does not have actual control over my workplace and, as such, is not in a position to end or remediate and ultimately remains obligated to pay me my regular hourly rate of pay if I am a non-exempt individual and to pay me my full salary if I am an exempt individual if Key HR is not fully paid by Client for services that I render;

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discrimination, harassment, unsafe working condition, retaliation, or wrongdoing which may be occurring. The responsibility to resolve and/or end such inappropriate conduct or unsafe working condition rests with Client, however, Key HR may attempt to facilitate a resolution;

(10) I understand and agree that due to licensure and workers' compensation restrictions applicable to professional employer organizations, if I am accepted as a utilized individual of Key HR, I am expressly prohibited from performing any work outside the state in which I am currently performing services for Client ("Home State") during my status as a utilized individual except as may be allowed pursuant to the workers' compensation policy provided to me by Key HR or except as may be allowed in writing by Key HR and the applicable workers' compensation carrier;

(11) If I work outside the Home State for Client or for anyone else without first securing this approval as set forth at (10), I understand and agree that I will no longer be in a professional employer organization relationship with Key HR and may not be provided workers' compensation benefits through Key HR or the applicable workers' compensation carrier and my professional employer organization relationship with Key HR will be considered immediately terminated upon commencement of my trip outside the Home State to perform work where prior approval has not been received as set forth herein;

(12) I understand and agree that, to the extent allowed by law, any obligation of Key HR ceases when Key HR's professional employer organization agreement with Client terminates;

(13) I understand and agree if I am eligible for any benefits it is my responsibility (and the responsibility of any family members/dependents who wish to participate) to timely submit all required forms and information;

(14) To the extent allowable by law, by signing this Agreement, I assign to Key HR, my right to assert a priority wage claim against Client under 11 U.S.C. § 507 (a)(3) in the event that a Bankruptcy Petition is filed under Title 7 and or Title 11 of the United States Code by or on behalf of Client;

(15) I understand and agree that if I accept any payments from CLIENT that I may be engaged in workers' compensation fraud as well as tax and/or child support fraud.

(16) That I am not an independent contractor or subcontractor.

(17) That I acknowledge and agree that if I am hurt on the job then the only wages and earnings that will be calculated for any workers' compensation benefits that I may receive are the wages paid through the check/direct deposit from Key HR (excluding concurrent employment).

(18) That if I am injured while working and CLIENT has underreported my hours or wages then my workers' compensation claim may be denied.

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(19) That if I am injured while working on a job for someone other than CLIENT and Key HR that I will not be considered as a utilized individual for workers' compensation purposes.

(20) That I understand that if I do not receive a check from Key HR that I am not considered their utilized individual even if I have gotten a check from them in the past.  
and

(21) Should I sign this form and/or complete Key HR's utilized individual paperwork and never be accepted as a utilized individual of Key HR, this form shall be null and void.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF UTILIZED INDIVIDUAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT OF UTILIZED INDIVIDUAL

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