STAFFING AGREEMENT

ŌNIN STAFFING, LLC ("ŌNIN"), with its principal office located at 3800 Colonnade Parkway, Suite 300, Birmingham, AL 35243, and
Hall County, Georgia ("CLIENT")
with its principal location at PO Drawer 1435, Gainesville, Georgia 30503
agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

ŌNIN'S DUTIES AND RESPONSIBILITIES

1. ŌNIN will

a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to work under CLIENT's supervision;

b. Pay Assigned Employees' wages and provide them with the benefits that ŌNIN offers to them;

c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

d. Require Assigned Employees to sign Benefits Waiver Agreement (if requested by CLIENT) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT;

e. Immediately notify CLIENT should ŌNIN become aware of any injury or illness to an Assigned Employee or any hazard or safety issues at the work site where the Assigned Employee is assigned to work;

f. Cooperate with CLIENT in any investigation of an Assigned Employee's reported injury or illness to the fullest extent possible;

g. Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's work site, provide general safety training to Assigned Employees in a language that the Assigned Employees understand, and confirm that CLIENT has provided site-specific safety and health training and safety and personal protective equipment (PPE) required by the Occupational Safety and Health Act of 1970, applicable state and local laws and regulations, as well as any work rules of CLIENT;

h. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph i. below, the Patient Protection and Affordable Care Act ("ACA"); and the Occupational Safety and Health Act of 1970 ("OSHA");

i. Comply with all provisions of the ACA 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 Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations; and

j. Comply with the insurance requirements set forth in Exhibit B hereto.

1.2 In addition to ŌNIN's duties and responsibilities set forth in paragraph 1, ŌNIN, as the common law employer of the Assigned Employees, has the right to: (i) physically inspect the work site and work processes in areas where Assigned Employees are working or exposed to assess any potential work site hazards to Assigned Employees; (ii) conduct post-accident/incident investigations; (iii) inspect CLIENT'S safety and training records applicable to Assigned Employees; (iv) review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and (v) enforce ŌNIN's employment policies relating to Assigned Employee conduct at CLIENT's worksite.

CLIENT's Duties and Responsibilities

2. CLIENT will

a. Properly supervise, in the same manner as its own employees, Assigned Employees performing its work, and be responsible for its business operations, products, services, and intellectual property;

b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without ŌNIN's express prior written approval or as strictly required by the job description provided to ŌNIN;

c. Provide Assigned Employees with a safe work site and working conditions that comply with OSHA pursuant to OSHA's Initiative on Temporary Workers and applicable state and local laws and regulations;

d. Not change Assigned Employees' job duties or work site without ŌNIN's express prior written approval; provided, that no approval will be required to move Assigned Employees to different jobs within the same overall job description approved by ŌNIN;

e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits;

f. Immediately notify ŌNIN should CLIENT become aware of any injury, unsafe behavior, or illness reported by an Assigned Employee;

g. The Assigned Employees shall be under the direct supervision and control of CLIENT while performing their assigned duties at CLIENT's facility and CLIENT shall be solely responsible for ensuring that the Assigned Employees are adequately trained in any and all applicable compliance standards and procedures for their specific job. CLIENT shall be responsible for maintaining all documentation and reporting logs required by OSHA, DOT, EEOC, or any other Federal or State regulatory agency; and

h. Provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs for their specific job, and provide ŌNIN written confirmation that each Assigned Employee has been provided with the aforementioned training, certification, evaluation and/or orientation.

Compliance with Law

3. Each of CLIENT and ŌNIN represents and warrants to the other party hereto that it is in compliance with all laws, rules and regulations applicable to this Agreement and its performance hereunder. CLIENT and ŌNIN acknowledge and agree that they are equal employment opportunity employers and are in compliance with all applicable anti-discrimination laws, rules, and regulations. CLIENT and ŌNIN agree not to reject for assignment, harass, discriminate against, or retaliate against any employee of the other party because of their race, national origin, age, sex, religion, disability, marital status, or other legally protected category; nor shall either party request or require 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, CLIENT and ŌNIN agree to cooperate in the prompt investigation and resolution of such complaint.

Payment Terms, Bill Rates, and Fees

4. CLIENT will pay ŌNIN for its performance at the rates set forth on Exhibit A (Rate Sheet) attached hereto and will also pay any additional costs or fees set forth in this Agreement. ŌNIN will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment of Invoice shall be due within the applicable number of days from the invoice date set forth on Exhibit A (Rate Sheet) attached hereto. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes ŌNIN to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion. In the event ŌNIN is required to commence litigation to recover any sums owed hereunder, including without limitation any unpaid invoice, Buyout Fee (defined below), or any other amount owed by Client to ŌNIN pursuant to this Agreement, ŌNIN shall be entitled to recover reasonable attorney fees, costs of court, expert witness fees, investigative fees, and post-judgment interest in the maximum rate allowed under applicable law.

5. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. ŌNIN will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as ŌNIN is required to apply to the Assigned Employee's regular pay rate.

Criminal Background Checks

6. ŌNIN will perform a criminal background check for all Employees which it selects for assignment to CLIENT. ŌNIN reserves the right to disregard cases that were dismissed or resolved through deferred adjudication in making its hiring decisions, and ŌNIN is not required to disclose cases of this nature to CLIENT. Background information shall be reviewed to assure that consistent, non-discriminatory standards are applied in ŌNIN'S hiring decisions. All background information obtained will be reviewed on a case-by-case basis taking into consideration when the events reflected in the obtained information occurred, the nature of the events, and the nature of the position for which the applicant is being considered for placement, pursuant to the guidelines of the EEOC.

No-Fee Conversion Hours; Buyout Fee

7.

   a. If, during an Assigned Employee's assignment, CLIENT elects to directly or indirectly hire or engage as an independent contractor such Assigned Employee and the Assigned Employee has not worked the applicable minimum number of 'No-Fee Conversion Hours' with the CLIENT as set forth on Exhibit A (Rate Sheet) attached hereto, CLIENT shall be obligated to pay ŌNIN a "Buyout Fee". The Buyout Fee will be calculated in accordance with the 'Conversion Chart' set forth on Exhibit A (Rate Sheet) attached hereto. The Buyout Fee will be calculated as of the applicable effective date that CLIENT hires or engages Assigned Employee directly.

   b. Notwithstanding any other provision of this Agreement, if CLIENT terminates this Agreement or notifies ŌNIN of its intent to terminate this Agreement, and CLIENT desires to hire directly onto its own payroll or engage as an independent contractor any Assigned Employee then assigned to CLIENT, CLIENT must promptly notify ŌNIN in writing and pay ŌNIN an amount equal to 20% of each Assigned Employee's then-current annualized compensation.

Confidential Information

8. Both parties may receive information that is proprietary to or confidential to the other party or the other party's respective affiliates and 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 CLIENT's confidential information will be imputed to ŌNIN as a result of Assigned Employees' access to such information.

Cooperation

9. 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

10. To the extent permitted by law, ŌNIN 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 ŌNIN'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 ŌNIN or ŌNIN's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

11. To the extent permitted by law, CLIENT will defend, indemnify, and hold ŌNIN 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.

12. IN NO EVENT SHALL EITHER PARTY HERETO 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.

13. 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.

14. The provisions in paragraphs 10 through 14 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

15. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

16. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

17. 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.

18. 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.

19. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

20. 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 thereafter to enforce each and every provision of this Agreement.

21. CLIENT will not transfer or assign this Agreement without ŌNIN's written consent.

22. Any notice or other communication will be deemed to be properly given only when sent via next-day mail through the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.

23. Neither party will be responsible for failure or delay in 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.

24. Terms of this Agreement are valid for other applicable divisions beyond CLIENT's principal location. Separate agreement(s) may be negotiated by the parties hereto with varying terms. If no separate agreement is entered into by the parties for CLIENT divisions or locations beyond CLIENT's principal location, the terms of this Agreement shall apply.

25. This Agreement and all matters arising out of or relating to this Agreement and the services provided hereunder, whether sounding in contract, tort, or statute, shall be governed in all respects by the laws of the State of Alabama, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any claim, action or proceeding arising out of this Agreement shall be brought only in any state or federal court located in Jefferson County, State of Alabama. Venue may be changed by mutual agreement of the parties.

26. The parties intend for the services provided under this Agreement to be exempt from state sales tax.

Term of Agreement

27. This Agreement will be valid from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 30 days' written notice to the other party, except that, if a party becomes bankrupt or insolvent, safety concerns, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the Agreement upon 8 hours written notice.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its authorized representative to express such party's agreement to its terms as of the date written below. Acceptance of services by CLIENT constitutes ratification of this Agreement.

CLIENT: Hall County, Georgia	ŌNIN STAFFING, LLC
Signature: ____________	Signature: Lisa Gillespie
Printed Name: ____________	Printed Name: Lisa Gillespie
Title: ____________	Title: Business Manager
Date: ____________	Date: 7/8/2026

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

EXHIBIT A

RATE SHEET

Pricing:

Position	Mark-up	No-Fee Conversion Hours
Standard - All Positions	40% mark-up on pay rate	600

1. Overtime Rate: Overtime billing rate is figured as one and a half times wage plus mark-up as listed above.
2. PPACA Premium: Beginning on 1-1-15 a 1.5% Patient Protection Affordable Care Act premium will be added to total invoice amount every week. This premium covers employer costs associated with adherence to PPACA compliance for ŌNIN's Assigned Employees assigned at the CLIENT work site.
3. Transition Pricing: These rates apply to Assigned Employees who are referred directly to ŌNIN by CLIENT, or Assigned Employees on assignment at CLIENT who are rolled over to ŌNIN's payroll from another staffing agency or service.
4. Maintenance Pricing: This price applies to long-term contract and/or total process outsourcing services once Assigned Employees have reached 1,040 hours of service.

Payment Terms:

CLIENT shall pay all invoiced amounts due to ŌNIN within ___30___ days following the applicable invoice date.

CONVERSION CHART

Hours	% of Projected Wages
0 - 200	20% of first year projected wages
201 - 420	15% of first year projected wages
421 - 599	10% of first year projected wages
600+	No Fee

EXHIBIT B

INSURANCE SCHEDULE

ŌNIN shall at all times during the performance of this Agreement maintain the following insurance coverage:

A. Workers' Compensation insurance in accordance with the applicable laws and regulations of the jurisdiction where the Services are performed;

B. Commercial General Liability insurance, including Completed Operations Liability insurance and a Broad Form Contractual Liability provision, and providing a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence;

C. Employer's liability insurance with limits of liability of not less than $1,000,000 per accident or disease, including death at any time resulting therefrom; and

D. Employer Practices Liability Insurance with limits not less than $1,000,000 per occurrence.

Upon request, CLIENT shall be named an "Additional Insured" or "Alternate Employer" where applicable.