

Employment Agreement

This Employment Agreement for Assisting Worker (“Agreement”) is made and entered into as of

_____ by and between _____ and _____
(Date of Agreement) (Representative) (Worker)

an individual whose address is _____, and Partners in Community Supports, Inc., a
(Worker’s Home Address)
Minnesota not-for-profit corporation (“PICS”).

RECITALS

- A. _____ is an individual who has a disability (“Participant”) and receives services through _____.
(Participant) (County)
- B. The County has contracted with PICS to perform certain administrative functions on behalf of Representative in his or her employment of Workers to assist in the care of Participant.
- C. Representative wishes to employ Worker, and Worker wishes to be employed by Representative, to provide assistance to Representative by performing certain services for Participant.
- D. PICS has agreed to provide administrative, including payroll, support to Representative by being the employer of record of Worker.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Compensation.

- a. Representative agrees to pay Worker:

\$ _____ per hour as compensation for normal services rendered, as described in the attached job description.

\$ _____ per hour for respite housekeeping other (specify) _____ services rendered, described in job description.

- b. Worker will receive overtime pay for any work performed over 40 hours in a workweek, subject to prior written approval of the overtime hours by Representative. Overtime pay rates are calculated according to the number of normal and respite hours of work performed during workweek. Overtime pay that includes both normal and respite hours will be calculated at a weighted average hourly rate.
 - c. Worker will receive \$ _____ per mile for transportation services if transportation reimbursement is in approved budget.
 - d. Any of the foregoing pay rates may be changed at the discretion of the Representative provided such rates are within the County approved budget and services plan for Participant. Pay changes will only be effective after written notification to the Worker and PICS by Representative.
 - e. PICS will issue paychecks to the Worker on the Representative’s behalf on a biweekly basis following submission of accurate time records, signed by Representative and Worker, by 12 p.m. on Monday of each payroll week. All compensation is subject to applicable withholding.
2. **Employment.** The Representative shall employ the Worker to assist the Representative by performing the duties specified in this Agreement, and the Worker accepts such employment in accordance with the terms and conditions of this Agreement.

3. Job Assignment.

- a. Representative has developed a written job description, a copy of which is attached to this Agreement as Exhibit A and incorporated herein. The job description may be amended periodically by the Representative and any revised job description will be provided to the Worker.
- b. Specific job duties, working conditions and location of work will be established by the Representative, based on the needs of the Participant, and communicated to the Worker.
- c. The Worker is required to perform his or her duties in an ethical manner, preserving and respecting the rights and dignity of the Participant, in compliance with the Minnesota Vulnerable Adults and Maltreatment of Minors Acts, summaries of which are being provided to the Worker.
- d. Hours of work may vary from week to week and will be established by the Representative. Worker is not authorized and agrees not to work in excess of 40 hours per week (or a lesser number established by the Representative) without prior written permission from Representative.



- e. Worker agrees to perform his or her duties in accordance with the terms of the job description, the instructions of the Representative, and the terms of this Agreement.
 - f. The Worker will utilize all appropriate safeguards and universal health precautions, assuming at all times the possible presence of communicable disease.
 - h. Worker represents and warrants that he or she is able to perform the essential functions of the job with or without reasonable accommodation and that he or she will advise the Representative if accommodation is needed.
4. **Supervision.** The Representative is responsible for training, managing and supervising the Worker and controlling the Worker's workplace activities. The Representative is solely responsible for the decisions to hire and retain or not retain Worker.
 5. **Employment-At-Will.** Worker's employment with the Representative, with administrative duties by PICS, will be employment-at-will, meaning that either the Representative or Worker may terminate the employment relationship at any time, for any legal reason, with or without notice. However, where possible, the Representative will attempt to give the Worker up to two weeks' advance written notice of termination. The Representative requests that the Worker also attempt to give two weeks' advance written notice of resignation. Nothing in this provision is intended to nor does it alter the at-will employment relationship.
 6. **No Fringe Benefits.** The Worker shall not be eligible for any fringe benefits in connection with his or her employment, including but not limited to medical and dental insurance, life insurance, disability insurance, paid vacation, paid sick leave, holiday pay, and retirement plans.
 7. **Insurance.** In accordance with Minnesota law, the Worker is covered by workers' compensation insurance and unemployment compensation insurance. If, while performing services under this Agreement, the Worker uses a private vehicle to transport the Participant or for any other purpose hereunder, Representative certifies that the Worker will use only a vehicle in good working order owned by either the Representative or the Worker and that such vehicle will be Fully Insured. Representative further agrees to assure, to the extent possible, that Worker operates such vehicle in a lawful manner. "Fully Insured" means that the insurance coverage on the vehicle is at least \$500,000 single limit liability, \$500,000 uninsured motorist coverage and \$500,000 underinsured motorist coverage.
 8. **Policy Information.** On behalf of the Representative, PICS will provide the Worker with certain information required by Minnesota law, including but not limited to information relating to blood-borne pathogens, infectious disease control, sexual harassment, data practices, vulnerable adults and the maltreatment of minors act information, staff-to-Participant relationships, and various safety information including Right to Know responsibilities. Worker will be required to confirm in writing that he or she has received, read, and understands these materials.
 9. **Reporting Accidents.** The Worker must immediately report all incidents and accidents to the Representative, including incidents or accidents involving the Worker or the Participant, pursuant to the Vulnerable Adult and Maltreatment of Minors Acts. These reports are important because of Participant safety and workers' compensation requirements.
 10. **Medical Administration Procedures.** The Worker will learn all medical administration procedures required in the performance of his or her job duties. Instructions for those procedures will come from the Representative or the Representative's designee.
 11. **Contact Person.** The Worker has been recruited and hired by and will receive orientation and direction from the Representative, who shall control the Worker's workplace activities. In addition to acting as payroll administrator on behalf of the Representative, PICS acts as a consultant to the Representative in connection with a number of services that are intended to ensure compliance with applicable laws and regulations. Both the Worker and the Representative have access to PICS staff for information and clarification. The person at PICS to be contacted is the PICS Program Director at 651-967-5060.
 12. **Entire Agreement.** This Agreement, including Exhibit A, constitutes the entire agreement between the parties and there are no other oral or written agreements, understandings, or other representations between the parties relating to the terms of employment of the Worker. This Agreement supersedes all prior agreements, understandings, discussions, or negotiations relating to this subject matter.
 13. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
 14. **Amendment.** This Agreement may be modified or amended if the amendment is made in writing and is signed by the parties to this Agreement.
 15. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
 16. **Applicable Law.** This Agreement, the construction of its terms and the interpretation of the parties' rights and duties, shall be governed by and construed under the laws of the State of Minnesota unless federal law controls the issue in question.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Worker Signature

Date

Representative Signature

Date