

**EMPLOYMENT AGREEMENT FOR ASSISTING EMPLOYEE
(For Employees when PICS is Agency with Choice)
Partners in Community Supports (PICS)**

This Employment Agreement for Assisting Employee ("Agreement") is made and entered into as of _____, 20____ by and between _____ ("Managing Party"), _____ ("Employee"), an individual whose address is _____, and Partners in Community Supports, Inc., a Minnesota not-for-profit corporation ("PICS").

RECITALS

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

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

1. COMPENSATION.

- a. Managing Party agrees to pay Employee:

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

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

- b. The Employee will receive overtime pay for any work performed over 40 hours in a workweek, subject to prior written approval of the overtime hours by the Managing Party. Overtime pay rates are calculated according to the number of normal and respite hours of work performed during the workweek. Overtime pay that includes both normal and repite hours will be calculated at an weighted average hourly rate.
- c. Employee will receive \$ _____ per mile for transportation services if transportation reimbursement is included in the approved budget.
- d. Any of the foregoing pay rates may be changed at the discretion of the Managing Party provided such rates are within the County approved budget and services plan for Client. Pay changes will only be effective after written notification to the Employee and PICS by Managing Party.

- e. PICS will issue paychecks to the Employee on the Managing Party's behalf on a [weekly, biweekly, semi-monthly] basis following submission of accurate time records, signed by Managing Party and Employee, by 4 p.m. on _____ of each week. All compensation is subject to applicable withholding.
2. **Employment.** The Managing Party shall employ the Employee to assist the Managing Party by performing the duties specified in this Agreement, and the Employee accepts such employment in accordance with the terms and conditions of this Agreement.
3. **Job Assignment.**
 - a. Managing Party 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 Managing Party and any revised job description will be provided to the Employee.
 - b. Specific job duties, working conditions and location of work will be established by the Managing Party, based on the needs of the Client, and communicated to the Employee.
 - c. The Employee is required to perform his or her duties in an ethical manner, preserving and respecting the rights and dignity of the Client, in compliance with the Minnesota Vulnerable Adults and Maltreatment of Minors Acts, summaries of which are being provided to the Employee.
 - d. Hours of work may vary from week to week and will be established by the Managing Party. Employee is not authorized and agrees not to work in excess of 40 hours per week (or a lesser number established by the Managing Party) without prior written permission from Managing Party.
 - e. Employee agrees to perform his or her duties in accordance with the terms of the job description, the instructions of the Managing Party, and the terms of this Agreement.
 - f. The Employee will utilize all appropriate safeguards and universal health precautions, assuming at all times the possible presence of communicable disease.
 - h. Employee 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 Managing Party if accommodation is needed.
4. **Supervision.** The Managing Party is responsible for training, managing and supervising the Employee and controlling the Employee's workplace activities. The Managing Party is solely responsible for the decisions to hire and retain or not retain Employee.
5. **Employment-At-Will.** Employee 's employment with the Managing Party, with administrative duties by PICS, will be employment-at-will, meaning that either the Managing Party or Employee may terminate the employment relationship at any time, for any legal reason, with or without notice. However, where possible, the Managing Party will attempt to give the Employee up to two weeks' advance written notice of termination. The Managing Party requests that the Employee 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 Employee 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 Employee is covered by workers' compensation insurance and unemployment compensation insurance. If the Employee will be transporting the Client at any time, the Employee agrees to maintain his or her vehicle in safe operating condition, to maintain adequate vehicle insurance and to operate any such vehicle in a safe and lawful manner.
8. **Policy Information.** On behalf of the Managing Party, PICS will provide the Employee 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-client relationships, and various safety information including Right to Know responsibilities. Employee will be required to confirm in writing that he or she has received, read, and understands these materials.
9. **Reporting Accidents.** The Employee must immediately report all incidents and accidents to the Managing Party, including incidents or accidents involving the Employee or the Client, pursuant to the Vulnerable Adult and Maltreatment of Minors Acts. These reports are important because of Client safety and workers' compensation requirements.
10. **Medical Administration Procedures.** The Employee will learn all medical administration procedures required in the performance of his or her job duties. Instructions for those procedures will come from the Managing Party or the Managing Party's designee.
11. **Contact Person.** The Employee has been recruited and hired by and will receive orientation and direction from the Managing Party, who shall control the Employee's workplace activities. In addition to acting as payroll administrator on behalf of the Managing Party, PICS acts as a consultant to the Managing Party in connection with a number of services that are intended to ensure compliance with applicable laws and regulations. Both the Employee and the Managing Party have access to PICS staff for information and clarification. The person at PICS to be contacted is the PICS Program Director at 952-854-6364.
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 Employee. 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.

MANAGING PARTY:

EMPLOYEE:

Print Name

Print Name

Signature

Signature

PARTNERS IN COMMUNITY SUPPORTS, INC.

By _____

Its _____