SERVICEs AGREEMENT

This Agreement is between\_\_\_\_, a Minnesota nonprofit corporation and \_\_\_\_\_ . (“Residence”).

WHEREAS

1. Residence is a provider of residential services to people with disabilities (“Clients”); and
2. \_\_\_ employs individuals who are qualified to deliver specialized services to people with disabilities; and
3. As the result of unusual business circumstances, Residence temporarily requires the services of \_\_\_\_ employees to ensure continuity of service to the Clients; and
4. \_\_\_\_ is willing and able to provide temporary services to Residence in accordance with the terms and conditions of this Agreement; and
5. \_\_\_ and Residence have defined their working relationship accurately in writing below.

AGREEMENT

1. **Services**.
	1. As fully described in Exhibit A to this Agreement, in exchange for compensation from Residence, \_\_\_\_ shall designate and loan selected employees (“Loaned Employees”) to perform professional services at Residence locations (the “Services”); and
	2. Each Loaned Employee shall remain an employee of \_\_\_\_ for all purposes, and shall never for any purpose be defined as an employee of Residence; and
	3. As the employer of the Loaned Employees, \_\_\_\_ shall provide them continued insurance (including but not limited to workers’ compensation), pay and other employee benefits at the same levels that preceded the term of this Agreement; and
	4. Each Loaned Employee shall be qualified to perform the Services, as demonstrated by background check and training records to be provided to Residence by \_\_\_\_ upon request; and
	5. Residence shall provide specific training relating to the service needs of people to be served; and
	6. Loaned Employees shall perform on the basis of the schedule and in accordance with performance standards designated by Residence.
2. **Term**. This Agreement shall be effective from \_\_\_\_\_ 2020 until the Services are complete, unless sooner terminated by either party upon fifteen (15 ) days written notice.
3. **Commitments of Residence**. In exchange for, and as conditions precedent to, the obligations of \_\_\_\_\_\_\_\_\_\_ described in this Agreement:
	1. Upon request, Residence shall provide evidence of adequate property liability insurance to cover the activities of any Loaned Employee; and
	2. Residence commits never to recruit a Loaned Employee to its own employment during the term of this Agreement or for three (3) months following the end of its term.
4. **Additional Commitments of Residence**. Residence shall:
	1. Comply at all times with all federal and state equal employment opportunity laws; and
	2. Comply with all of the terms and conditions of this Agreement, including its obligations described in Exhibit A; and
	3. Notify \_\_\_\_\_\_\_\_\_\_ on a timely basis of the unsatisfactory performance of any Loaned Employee.
5. **Governing** **Law**. This Agreement shall be governed and construed according to Minnesota law.
6. **Assignment**. This Agreement shall not be assignable by either party except with written authorization by the other.
7. **Entire** **Agreement**. This is the full Agreement between the parties with respect to its subject matter. Together with Exhibit A, it supersedes and replaces any previous oral or written understandings or agreements between them, and it may not be modified or amended except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | **\_\_\_\_\_\_\_\_\_\_**  |
| Date: |  |  | By: |  |
|  |  |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Chief Executive Officer |
|  |  |  |  | **\_\_\_\_\_**  |
| Date: |  |  | By: |  |
|  |  |  |  | \_\_\_\_\_ \_\_\_\_\_  |

SERVICEs Agreement
exhibit A

Services

1. During the period from \_\_\_\_\_ 2020 until such date as the Services are deemed complete by the parties, as possible based on its own business needs, \_\_\_\_\_\_\_\_\_\_ shall designate Loaned Employees to perform professional services at Residence locations.
2. Residence shall timely notify \_\_\_\_\_\_\_\_\_\_ of its need for the services of Loaned Employees, including duration, dates, work schedules, work location and other details. \_\_\_\_\_\_\_\_\_\_ then shall assess its ability to meet the needs of Residence and provide a responsive offer or notify Residence that it cannot provide the requested services.
3. The parties understand that the terms defining the work of each Loaned Employee likely will be unique. Services shall commence once the parties have reached written agreement on the terms upon which each Loaned Employee shall be provided by \_\_\_\_\_\_\_\_\_\_.

The parties also understand that, regardless of any original understanding with regard to a particular Loaned Employee, business or personal circumstances may necessitate a change: for example, should the Loaned Employee become ill, he or she will become unavailable, and \_\_\_\_\_\_\_\_\_\_ may be unable to furnish a replacement. \_\_\_\_\_\_\_\_\_\_ will provide as much notice as possible in any such situation.

1. Services shall at all times be satisfactory to Residence.
2. Residence shall at all times maintain accurate records, including hourly records, of the Services provided by each Loaned Employee.

Compensation

1. Residence shall compensate \_\_\_\_\_\_\_\_\_\_ hourly for each hour worked by a Loaned Employee (the “Standard Rate”) and at 1.5 times the Standard Rate for each hour worked by a Loaned Employee over forty in any workweek.

Standard hourly rates shall be:

$20 per hour for Direct Support positions, $30 per hour for Licensed Practical Nurses

1. Residence also shall reimburse \_\_\_\_\_\_\_\_\_\_ for any mileage and out of pocket expenses incurred by any Loaned Employee on behalf of Residence (“Expenses”).
2. \_\_\_\_\_\_\_\_\_\_ shall maintain accurate records of hours worked and Expenses and bill Residence bi-monthly. Residence shall make payment on each \_\_\_\_\_\_\_\_\_\_ invoice within ten (10) days of receipt.