STAFFING SERVICES AGREEMENT

THIS STAFFING SERVICES AGREEMENTis made effective as of the Date, 2020

BETWEEN:

**CONTRACTING ORGANIZATION NAME**

("**Contracting Organization Name**")

AND:

**ORGANIZATION BEING CONTRACTED NAME**

(the "**Contractor**")

(collectively, the Parties)

**WHEREAS** Contracting Organization Name is a non-profit organization in the business of providing support services to children and adults with developmental disabilities, survivors of acquired brain injury and their families (the "**Business**");

**AND WHEREAS** the Contractor is non-profit organization in the business of providing support services to children and adults with developmental disabilitiesand places workers into workforces;

**AND WHEREAS** Contracting Organization Name Society requires the use of a temporary workforce to cover staffing shortages and wishes to engage the Contractor to place workers into its workforce on a temporary basis, on the terms and conditions contained in this Agreement;

**THEREFORE IN CONSIDERATION** of the covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by both parties), **IT IS AGREED:**

1. **TERM**
   1. The term of this Agreement shall commence on March 18, 2020, until September 18, 2020, (the "**Term**") or until terminated in accordance with section 11 of this Agreement.
2. **SERVICES** 
   1. The Contractor agrees to recruit, screen, interview and assign its employees ("**Temporary Workers**") to fulfill the staffing needs of Contracting Organization Name as set out in **Schedule "A"** of this Agreement, as may be amended from time to time at the sole discretion of Contracting Organization Name (the "**Services**").
   2. Contracting Organization Name shall provide directions to the Contractor with respect to the performance of the Services and the Contractor agrees to adhere to such directions.
   3. This Agreement does not apply to employees of the Contractor that are also employed with Contracting Organization Name ("**Shared Workers**"). The employment relationship between Shared Workers and the Contractor, and/or Shared Workers and Contracting Organization Name shall at all times be governed by the terms of their oral or written employment agreement. The Contractor and Contracting Organization Name will make all reasonable efforts to schedule Shared Workers based on the needs of both Parties.
3. **CONTRACTOR DUTIES, RESPONSIBILITIES AND REPRESENTATIONS**
   1. The Contractor must:
      1. continue to employ the Temporary Workers, pay the Temporary Workers' wages and provide them with any applicable benefits offered by the Contractor during the Term of this Agreement.
      2. make all statutory source deductions, including, but not limited to, income taxes, employment insurance and Canada Pension Plan contributions, workers' compensation benefits premiums, or any other similar withholding, deduction or levy;
      3. comply with the minimum standards set out in the Alberta *Employment Standards Code* and the regulations thereto, and without limiting the generality of the foregoing, including as it relates to the payment of wages and compensation, hours of work and overtime;
      4. comply with all other laws relating to employment, including without limitation, the *Alberta* *Human Rights Act*; the Alberta *Occupational Health and Safety Act*; and, Alberta *Personal Information Protection Act*;
      5. prepare, maintain deliver and/or file all governmental reports and notices relating to Temporary Workers as required by applicable law, including without limitation, employee T4 and Records of Employment;
      6. ensure that all Temporary Workers have suitable Contracting Organization Name and qualifications for the job to be performed, as described in **Schedule "A"**, and train all Temporary Workers on any and all necessary equipment for each job duty, including without limitation safety training, whether required by law or otherwise;
      7. conduct, or has conducted, a criminal background check at its own expense on each of Temporary Worker engaged to provide Services under this Agreement prior to the commencement of such Services. No Temporary Worker shall be eligible to perform the Services if they:
         1. have been convicted of any crime involving dishonesty or breach of trust including, but not limited to, check kiting or passing bad checks; embezzlement, drug trafficking, forgery, burglary, robbery, theft, perjury; possession of stolen property, identity theft, fraud, money laundering, shoplifting, larceny, falsification of documents; and/or
         2. have been convicted of any sex, weapons or violent crime including but not limited to homicide, attempted homicide, rape, child molestation, extortion, terrorism or terrorist threats, kidnapping, assault, battery, and illegal weapon possession, sale or use; and
      8. require Temporary Workers to sign an agreement in the form attached as **Schedule "A"**, acknowledging that they are employees of the Contractor and not employees of Contracting Organization Name; that any entitlement that the Temporary Workers may have to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits are those offered to its employees by the Contractor; and that such Temporary Workers shall not be entitled to claim from Contracting Organization Name any employment benefits as may be offered or provided by Contracting Organization Name to its employees from time to time.
   2. The Contractor represents that:
      1. it is an independent contractor responsible for workers’ compensation coverage of its Temporary Workers, as well as payment of all applicable Federal, Provincial and local withholding taxes, employment insurance premiums and any other payroll charges, levies or premiums and specifically acknowledges that Contracting Organization Name is not and shall not be for any purpose the employer of the Temporary Workers;
      2. it is solely responsible for all required training of Temporary Workers under Provincial, Federal and local laws, including without limitation those regarding human rights, accessibility, workplace safety and any other applicable laws;
      3. it has, and during the term of this Agreement shall maintain, accessibility, workplace harassment, workplace violence and anti-discrimination policies as required by law, and that appropriate complaint procedures are and shall be in place as may be required by law;
      4. it is solely responsible for all pre-employment screening and testing of Temporary Workers with related recordkeeping, as may be required or allowed by law, including without limitation, verifying that the Temporary Workers are legally entitled to work in Canada for the Contractor at the position to which they are assigned; criminal background checks, drug and alcohol testing consistent with the position to which the Temporary Workers are assigned and as permitted by applicable law;
      5. it is solely responsible for hiring, performance managing, disciplining and terminating its Temporary Workers; and
      6. the Contractor represents and warrants that Temporary Workers will have the qualifications specified by Contracting Organization Name on **Schedule "A"**. If Contracting Organization Name finds any Temporary Workers' qualifications or general work-related behavior lacking, it shall advise the Contractor regarding the insufficiency. The Contractor will immediately replace the Temporary Worker(s) and not charge Contracting Organization Name for the services of the unqualified Temporary Worker.
4. **CONTRACTING ORGANIZATION NAME DUTIES AND RESPONSIBILITIES** 
   1. Contracting Organization Name shall:
      1. inform the Contractor of the Services required to be performed;
      2. be responsible for its Business operations and services;
      3. be entitled to ask the Contractor to remove any Temporary Worker for any lawful reason.
      4. reasonably safeguard and control its premises, processes or systems; and
      5. provide Temporary Workers with a safe worksite and provide appropriate information, training and safety equipment.
   2. Contracting Organization Name shall not:
      1. include Temporary Workers in Contracting Organization Name' benefits plans, policies and practices, or make any offer or promise relating to Temporary Workers' compensation or benefits; or
      2. change Temporary Workers' job duties without express prior consent of the Contractor, which consent may not be unreasonably withheld.
5. **INVOICES AND PAYMENTS**
   1. The Temporary Workers shall at all times remain employees of the Contractor and are not employees of Contracting Organization Name. The Temporary Workers not entitled to compensation in any form from Contracting Organization Name or any expectation of employment at the completion of this Agreement.
   2. In exchange for provision of the Services, Contracting Organization Name shall pay the Contractor the fees set out in **Schedule "B"** of this Agreement and incorporated as part of this Agreement.
   3. The Contractor shall provide to the Client on the fifteenth (30th) day of each month a detailed invoice for the fees and applicable sales taxes owed for Services provided, pursuant to Schedule "B" for the temporary placement of the Temporary Workers. Payment of fees shall be due within thirty (30) days from the date indicated on the invoice. The parties agree that the fees set out Schedules "B" may be amended from time to time upon mutual agreement of the parties acting reasonably, and any such amendments shall be made in writing.
6. **INDEPENDENCE** 
   1. Nothing in this Agreement creates any partnership, employment relationship or joint venture between the Parties or between Contracting Organization Name and the Temporary Workers.
   2. The Contractor and its Temporary Workers shall not represent Contracting Organization Name or act for or on behalf of Contracting Organization Name or in Contracting Organization Name' name. Nothing in this Agreement, nor any actions of the Contractor or its Temporary Workers shall, or shall be deemed to, constitute or authorize the Contractor or its Temporary Workers to be or act as agent, representative or employee of Contracting Organization Name.
7. **VACATION, HOLIDAYS AND SICK LEAVE**
   1. During the Term of this Agreement, the Temporary Workers may take earned vacation time, statutory holidays, sick leave and any other leave in accordance with the terms of their employment with the Contractor.
8. **INSURANCE** 
   1. At all times during the term of this Agreement, the Contractor shall, at its sole cost and expense, cover its staffing operations for Contracting Organization Name with at least the types and limits of insurance or other coverage listed in **Exhibit "C"**, and shall provide Contracting Organization Name with proof of such coverage within five (5) calendar days of Contracting Organization Name' request.
9. **CONFIDENTIALITY** 
   1. In this Agreement, "**Confidential Information**" means all confidential or proprietary data and information in any form which is demonstrably labelled "confidential" or which a party advises the other party in writing at or promptly following the time of disclosure to be confidential, or which a reasonable person would consider to be confidential information, and is deemed to include, in any event, business plans, business strategies, business transactions, technical information, know-how, Intellectual Property Rights, contracts, financial information, financial strategies, engineering reports, economic data, marketing information, marketing strategies, marketing methods, sketches, photographs, databases, computer software, specifications, models and Personal Information (as defined below).
   2. The Contractor agrees to keep confidential all Confidential Information of Contracting Organization Name disclosed or which the Contractor may obtain or access as a result of its activities during the Term of this Agreement.
   3. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that the obligations of confidentiality set forth in this Article 9, other than in respect of Personal Information, shall not apply to:
      1. information that was known to the Contractor on a non-confidential basis before receipt thereof from or on behalf of Contracting Organization Name;
      2. information that is disclosed to the Contractor by a third Person who, to the Contractor's knowledge after due inquiry, has a right to make such disclosure without any obligation of confidentiality to the party seeking to enforce its rights under this Section 9.1;
      3. information that is or becomes generally known by the public or in the industry without violation of this Agreement by the Contractor; and
      4. information that is independently developed by the Contractor or its employees or Affiliates without reference to Contracting Organization Name' information.
   4. Notwithstanding Section 10.1, the Contractor, as appropriate, may:
      1. use or disclose information where such use or disclosure is specifically required by applicable privacy laws provided that the Contracting Organization Name is first notified in writing of such disclosure to the extent permissible by law; and
      2. provide information to persons who need to know the information for the purposes of this Agreement, who are informed of the confidential nature of this information and who agree to comply with the provisions of this Section 9.1.
   5. Upon written request by Contracting Organization Name, the Contractor shall promptly return to Contracting Organization Name, and ensure that its employees immediately return (or at Contracting Organization Name' election, destroy) all documents or other tangible materials representing Confidential Information and all copies, reprints, reproductions and translations thereof, including those existing in electronic form, and all notes, records, or documents made by any of them in whatever form to the extent they incorporate any Confidential Information, subject to the recipient’s right to retain copies of such information: (i) to enforce the terms of this Agreement, (ii) for legal, regulatory, or accounting purposes, (iii) to the extent such information is Confidential Information of both Parties, (iv) for which either party is granted a license under this Agreement, or (v) to the extent such information is retained by the Contractor as an automatic backup copy.
   6. The Contractor shall not be entitled to, and hereby waives forever any and all right to withhold any of Contracting Organization Name Confidential Information (including for greater certainty any Personal Information) from Contracting Organization Name to enforce any alleged payment obligation or in connection with any dispute relating to the terms of the Agreement or any other matter between Contracting Organization Name and the Contractor.
   7. The Contractor shall hold Contracting Organization Name' Confidential Information in trust and shall protect the security and confidentiality of Contracting Organization Name' Confidential Information to at least the same standard as it protects its own most sensitive confidential information and, in any event, to a standard necessary to protect against such threats to security and confidentiality that a reasonably prudent person would anticipate.
   8. The Contractor shall immediately notify Contracting Organization Name in writing of any known or suspected security breach, data loss or other adverse event known or reasonably believed to have compromised the security, integrity, availability or confidentiality of any of Contracting Organization Name' Confidential Information (including for greater certainty Personal Information) in the Contractor's possession or under its care or custody and take steps to rectify any breach.
10. **PERSONAL INFORMATION**
    1. In this Agreement, "**Personal Information**" means information about an identifiable individual (including defined or deemed as such pursuant to any applicable privacy laws) that is transferred to, collected or compiled by, or otherwise under the control or custody of the Contractor pursuant to this Agreement and that is: (i) use to provide the Services; (ii) is about Contracting Organization Name' clients, employees or other individuals to whom Contracting Organization Name is under an obligation to comply with privacy laws; or (iii) is otherwise held by the Contractor on behalf of Contracting Organization Name;
    2. Contractor acknowledges and agrees that in order to carry out its duties and obligations under this Agreement, the Contractor may have access to Personal Information and that at all times, the Contractor, in dealing with Personal Information, will comply with the requirements of all privacy laws. In connection therewith, and without limiting the generality of this Article 10:
       1. under no circumstances shall Contractor or any Contractor personnel collect, use or disclose Personal Information except as necessary to carry out its obligations under this Agreement and in accordance with the privacy laws and the privacy policies of Contracting Organization Name as provided to Contractor from time to time; unless otherwise mutually agreed in writing, the privacy policies applicable to the Services shall be the privacy policies of Contracting Organization Name, as provided to Contractor as of the Effective Date;
       2. Contractor shall limit access to Personal Information to authorized representatives of Contractor who have a clear need to know in order to provide the Services. The Contractor shall ensure that such representatives have agreed to protect the confidentiality and security of the Personal Information to at least the extent provided by this Agreement and the Contractor shall properly advise and train such representatives of the requirements of the Contractor under this Agreement and privacy laws;
       3. Contractor shall not transfer, process, access, maintain or store any Personal Information outside of Alberta without Contracting Organization Name’ prior written consent;
       4. Contractor shall promptly notify Contracting Organization Name of any inquiries or complaints in regard to the use of Personal Information in connection with the Services, and shall promptly provide reasonable cooperation to Contracting Organization Name in respect of the response to the inquiry and/or the resolution of the complaint, as applicable;
       5. without limiting any other provision in this Agreement with regard to the security of the information, the Contractor shall maintain, with respect to Personal Information, any reasonable security safeguards which Contracting Organization Name has determined to be appropriate to the sensitivity of the information and which have been communicated to the Contractor. For greater certainty, the Contractor shall maintain and comply with any specific security safeguards or controls as directed by Contracting Organization Name;
       6. the Contractor shall ensure that all Personal Information is securely segregated from any information owned by the Contractor, its other customers or third parties, including implementing access barriers, physical and logical segregation and password authorization;
       7. upon the expiry or termination of this Agreement or an applicable Service, the Contractor shall return to Contracting Organization Name all Personal Information in the format in which it is then kept, unless it has been previously returned or destroyed in accordance with this Agreement; and
       8. shall there be a conflict between the general confidentiality provisions of this Agreement and the Personal Information provisions of this Agreement, the provisions in regard to Personal Information shall govern.
11. **SUSPENSION OR TERMINATION**
    1. This Agreement may be terminated as follows:
       1. by either Party, at any time, for any reason, upon providing the other Party with 10 days written notice and on the expiration of such period, the Agreement will be terminated;
       2. by the Contractor, without any notice to Contracting Organization Name if Temporary Workers are unavailable to provide Services;
       3. at any time by mutual agreement of the Parties;
       4. by Contracting Organization Name, without any notice to the Contractor, upon the occurrence of any of the following events:
          1. any failure by the Contractor to provide any of the Services under the Agreement;
          2. any failure by the Contractor to comply with Contracting Organization Name' direction;
          3. the commission of a crime by the Contractor or Temporary Worker which relates directly to the provision of the Services, or any act by the Temporary Worker relating directly to the provisions of the Services that would constitute a crime;
          4. the Temporary Worker is convicted of a criminal offence involving fraud or dishonest conduct;
          5. any act by the Temporary Worker of fraud, misappropriation, dishonesty, embezzlement or similar conduct against Contracting Organization Name or any member, employee, director, officer or independent contractor of Contracting Organization Name;
          6. any material breach by the Contractor of any terms of the Agreement which remains uncured after the expiration of 5 days following the delivery of notice of such breach to the Contractor by Contracting Organization Name; or
          7. any other act by the Contractor which is materially injurious to Contracting Organization Name.
    2. Termination of this Agreement shall not relieve the Contractor from continued and timely performance of the Services up to the effective date of termination.
12. **INDEMNITY AND LIABILITY**
    1. Contractor shall be liable to Contracting Organization Name for, and shall indemnify, defend and hold harmless Contracting Organization Name, and its partners, directors, officers, employees, agents, successors and assigns, from and against, all Losses in connection with or relating to any of the following:
       1. any Losses resulting in any type of injury caused by Contractor or its personnel, subcontractors or agents in connection with the performance of this Agreement;
       2. negligent acts or omissions by Contractor or any Contractor personnel in the performance of this Agreement;
       3. Contractor's breach of its obligations with respect to Confidential Information, including the loss or corruption of Contracting Organization Name' data;
       4. any willful misconduct or fraud, or any theft or other misappropriation of Contracting Organization Name data or Contracting Organization Name' property or funds, by Contractor or any Contractor personnel;
       5. any violation of any applicable Laws by Contractor, whether before, on or after the effective date;
       6. a breach of the Contractor's insurance obligations set out in Article 8;
       7. the Contractor's failure to pay all claims for Losses by any person, government or agency relating to payment of taxes and benefits to employees, agents, subcontractors or other parties utilized by the Contractor;
       8. any inaccuracy in any material respect of any representation or warranty made by Contractor in this Agreement.
    2. Termination of this Agreement shall not relieve the Contractor from continued and timely performance of the Services (as instructed by Contracting Organization Name) up to the effective date of termination.
13. **NON-ASSIGNABILITY**
    1. This Agreement and the rights and obligations of the Contractor hereunder shall not be assignable by the Contractor without the express written consent of Contracting Organization Name first had and obtained.
14. **COMPLIANCE WITH LAW**
    1. Each Party shall comply with all laws applicable to it in the course of the performance of this Agreement.
15. **NOTICE**
    1. All notices or other communications by the terms hereof required or permitted to be given by one party to the other shall be given in writing and delivered by courier to an adult during business hours at the Party's head office. Each notice shall be deemed to have been given on the day that it is so delivered. Notice may also be given to such other address in Canada as to which any party may from time to time notify the other by notice.
16. **AMENDMENTS**
    1. This Agreement may only be amended by instrument in writing executed by the Parties.
17. **INTERPRETATION**
    1. **Time**: Time shall be of the essence of this Agreement.
    2. **Waiver**: No provision of this Agreement shall be deemed to be waived by either party unless such waiver is in writing. Any waiver of any default committed by either of the parties hereto in the observance or performance of this Agreement shall not extend or be deemed to extend to or affect any other default.
    3. **Enurement**: This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
    4. **Jurisdiction**: This Agreement shall be interpreted and governed by the laws in force in the Province of Alberta, Canada, at the time of this Agreement, and any proceedings in respect of it shall be brought and carried on in the Judicial District of Edmonton, in the Province of Alberta, Canada, and the parties attorn irrevocably to the exclusive jurisdiction of such courts.
    5. **Severability**: In the event that any provision of this Agreement is deemed by a court of competent jurisdiction to be unenforceable for any reason whatsoever, then the same shall be deemed to be severed from the terms of this Agreement, and all other provisions, terms, and covenants shall remain binding and effective upon the parties hereto and shall be construed as if this Agreement had been executed without such severed provision.
    6. **Entire Agreement**: This Agreement, including Schedules A, B , constitute the entire understanding of the parties concerning the subject matter hereof and supersedes any and all prior oral or written statements, understanding or agreements with respect thereto between the parties.
    7. **Counterpart and Fax**: This Agreement may be executed in counterparts by any of the parties either in its original form of signature, by facsimile or by a scanner and email correspondence. Each such executed counterpart shall be deemed to be an original and such counterpart shall together constitute one and the same Agreement.
    8. **Recitals**: All recital paragraphs to this Agreement are expressly incorporated herein and form an integral part hereof.
    9. **Currency**: All amounts referred to in this Agreement are in Canadian Dollars.
    10. **Headings**: The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
    11. **Gender or Persons**: Words importing the singular shall include the plural, and the converse shall apply. Words importing gender shall include the masculine, feminine and neuter genders. Words importing persons shall include individuals, partnerships, associations, bodies corporate, trustees, executors, administrators and legal representatives.

**IN WITNESS WHEREOF** this Agreement has been duly executed as of the date and year first written above.

**CONTRACTING ORGANIZATION NAME**

Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**

**Executive Director**

**ORGANIZATION BEING CONTRACTED NAME**

Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**

**Chief Executive Officer**

**SCHEDULE "A" TO STAFFING SERVICES AGREEMENT BETWEEN**

**ORG Name ("Org")**

**AND**

**ORG Name ("?")**

**DATED MARCH 18, 2020**

**TEMPORARY WORKER AGREEMENT**

To help manage possible staff shortages related to the spread of COVID-19 that may be experienced by Contracting Organization Name, Contracting Organization Name has contracted Organization being contracted Name to provide temporary employees ("**Temporary Workers**") to assist Contracting Organization Name provide the following services:

* **[Insert list the types of job duties that the Temporary Worker can be expected to complete.]**

(the "**Services**")

Temporary Workers must fulfill the minimum requirements outlined below (see section 2). To help facilitate matches between the needs of individuals Contracting Organization Name' supports and Temporary Workers' Contracting Organization Name, we also ask that Temporary Workers record availability (see section 3) and specific skill sets they have (see section 4).

**Section 1: Employee Information**

*Please record your information in the boxes below for our records.*

|  |  |
| --- | --- |
| **Employee Name** |  |
| **Home Organization** |  |
| **Position Title/Type** |  |

**Section 2: Confirmation of Minimum Requirements**

*Please confirm that you have all minimum requirements listed below by checking all that apply to you.*

* Workers' Compensation Board coverage from my home organization
* Recent Criminal Record and Vulnerable Persons Check
* First Aid Training
* Medication Administration Training
* Abuse Protocol Training
* MANDT or Non Violent Crisis Intervention Training
* Positive Behaviour Supports Training

**Section 3: Staff Availability**

*Please indicate your availability to work. Check all that apply.*

* Daytime, Monday to Friday
* Evening, Monday to Friday
* Daytime, Weekends
* Evening, Weekends
* Overnights

**Section 4: Record of Skill Sets**

*Please check all specific Contracting Organization Name sets you possess related to your work supporting people with disabilities. This will assist us in making the most appropriate matches.*

* Comfort with intimate personal care
* Experience supporting individuals with **complex service needs**
* Experience supporting individuals with **complex medical needs**
* ASL fluency
* Comfort with/ability to work in homes where there are pets
* Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing below, you acknowledge that you will remain an employee of Organization being contracted Name and not Contracting Organization Name. You will continue to receive compensation and benefits directly from Organization being contracted Name, notwithstanding that you may be assigned to complete the Services for Contracting Organization Name. As an employee of Organization being contracted Name, you will not be entitled to claim from Contracting Organization Name any employment benefits that Contracting Organization Name may offer its employees from time to time.

Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMPLOYEE NAME**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ORGANIZATION BEING CONTRACTED NAME**

Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**

**Chief Executive Officer**

**SCHEDULE "B" TO STAFFING SERVICES AGREEMENT BETWEEN**

**CONTRACTING ORGANIZATION NAME SOCIETY SUPPORTING THE CITIZENSHIP OF PEOPLE WITH DISABILITIES ("CONTRACTING ORGANIZATION NAME")**

**AND**

**ORGANIZATION BEING CONTRACTED NAME (THE "CONTRACTOR")**

**DATED MARCH 18, 2020**

**FEE SCHEDULE**

1. In this Schedule, "**Regular Rate**" means the regular hourly wage a Temporary Worker is paid by the Contractor pursuant to the employment agreement between the Temporary Worker and the Contractor.
2. The hourly fee charged by the Contractor to Contracting Organization Name for the Services provided by the Temporary Worker to Contracting Organization Name must be the same as the Regular Rate.
3. All invoices submitted for payment must provide the following information:
   1. the name of the Temporary Worker;
   2. the Temporary Worker's Regular Rate; and
   3. the number of hours the Temporary Worker provided the Services to Contracting Organization Name.

**SCHEDULE "C" TO STAFFING SERVICES AGREEMENT BETWEEN**

**CONTRACTING ORGANIZATION NAME SOCIETY SUPPORTING THE CITIZENSHIP OF PEOPLE WITH DISABILITIES ("CONTRACTING ORGANIZATION NAME")**

**AND**

**ORGANIZATION BEING CONTRACTED NAME (THE "CONTRACTOR")**

**DATED MARCH 18, 2020**

**INSURANCE OBLIGATIONS**

1. The Contractor shall maintain for the Services, at all times during the Term and one (1) year thereafter, at its own expense, insurance underwritten by insurers acceptable to Contracting Organization Name. The insurance shall not affect the Contractor's liability under any provision of this Agreement and shall not be terminated, expire or be materially altered without the prior written consent of Contracting Organization Name. The insurance shall be as follows:
   1. commercial general liability insurance, written on an "occurrence" basis, including owners and contractor's protective products/completed operations; and contractual liability including liability for the indemnities under this Agreement and for breach of this Agreement. Such insurance shall bear a combined single limit per occurrence and annual aggregate of not less than $2,000,000 exclusive of defense costs, as respects products and completed operations, and a combined single limit per occurrence and annual aggregate of not less than $2,000,000, exclusive of defense costs, as respects all other coverages;
   2. any other insurance that the Contractor is required by law to provide, including without limitation, Workers' Compensation Insurance with statutory limits, as required by the jurisdiction in which the Services are performed.
2. Any other insurance carried by Contracting Organization Name, its officers, agents, and employees which may be applicable shall be deemed to be excess insurance and the Contractor's insurance shall be deemed primary for all purposes notwithstanding any conflicting provisions in the policies to the contrary.
3. The Contractor shall report immediately to Contracting Organization Name and confirm in writing any material injury, loss or damage incurred by the Contractor or its employees in connection with the Services, or its receipt of notice or any claim by a third party, or of any occurrence that might give rise to such claim.
4. The Contractor shall provide 30 days advance written notice of cancellation of any insurance coverage, including coverage for employees.