



WORK AGREEMENT – PAYROLL AGENT
Robland HHC & Common Law Employer

THIS AGREEMENT, is made to be effective as of ● [REDACTED] ● (DATE) by and between **Robland HHC**, Incorporated, (**Robland HHC**) a Minnesota corporation with principal offices located at 9400 Golden Valley Road, Golden Valley, MN 55427, and ● [REDACTED] ● (Common Law Employer) an individual or consumer representative directing their own support, due to Title 19 Home and Community Based Services through the waiver amendment (MN DHS Bulletin #04-56-07, dated 9-7-04) with principal place of service provided at ● [REDACTED] ● (Address)

WITNESSETH

WHEREAS, **Robland HHC** is in the business of providing Vendor/Fiscal Agent Services (Payroll Agent) to individuals through the Consumer Directed Community Support option and desires to contract with individuals to develop and support such services; and

WHEREAS, the Common Law Employer is an individual or consumer representative hiring and managing your own support providing, due to Title 19 Home and Community Based Services through the waiver amendments (MN DHS Bulletin #04-56-07, dated 9-7-04); and

WHEREAS, the Common Law Employer desires to engage **Robland HHC** to perform certain Payroll and Tax Management and support services related to the waiver amendments.

NOW, THEREFORE, in consideration of the foregoing and the representations and covenants set forth in the Agreement, the parties agree as follows:

ARTICLE I.
SERVICES TO BE PROVIDED

The services to be provided under this agreement include Payroll and Tax Administration Services.

DESCRIPTION OF SERVICES OFFERED

Section 1.1. Payroll and Tax Administration. Payroll and Tax Administration support includes Employment Forms, Wage and Schedule Administration, Timecard Processing, Issue Payroll Checks, Withhold and Deposit Taxes, Quarterly and Annual Reporting, and Issue W-2's.

Section 1.2 Insurance. The Common Law Employer (you) will provide all applicable insurances when contracted as the Common Law Employer. These insurances include Professional and General Liability, Worker's Compensation, and Unemployment Insurance.

Section 1.3 Finance and Accounting Systems. **Robland HHC** will provide fiscal and administrative support in establishing you as the Common Law Employer. **Robland HHC** will also supply a packet of information containing legal information and employment posters.

ARTICLE II. FEES

Section 2.1 Fee for Services. For the services provided hereunder, the Common Law Employer agrees to authorize payment for the services provided by **Robland HHC**. These fees shall be based on the services provided in that month. The monthly FSE fee for this service is \$ • _____ • The fee for payroll services is **2% of gross payroll**. Fees are charged according to the **Robland HHC** Fee Schedule, as included in the Purchase of Service Agreement with the County.

ARTICLE III. TAXES, LAWS, AND REGULATIONS

Section 3.1 Taxes. **Robland HHC** understands and agrees that it is responsible for the withholding and payment of all taxes, whether federal, state, or local, related to the Common Law Employer's employees.

Section 3.2 Laws and Regulations. **Robland HHC** agrees that it will comply with all federal, state, and local laws and regulations pertaining to the services it is performing under this Agreement.

ARTICLE IV. INDEMNIFICATION AND INSURANCE

Section 4.1 Indemnification. **Robland HHC** shall not be liable to the Common Law Employer, its representatives, employees, or agents for any loss, damage, injury, expense, or cost whatsoever suffered by them in connection with the performance of this Agreement. The Common Law Employer agrees to indemnify and hold **Robland HHC** harmless from any claim, liabilities, damage, cost, or expense, including reasonable

attorney fees, that may be made against **Robland HHC** as a result of the misconduct, or negligence of the Common Law Employer, it's representative, employees, or agents in connection with the performance of service hereunder.

Section 4.2 Insurance. When **Robland HHC** is identified as Vendor/Fiscal Employer Agent, **Robland HHC** shall not be responsible for the retention and payment of all Worker's Compensation coverage, Unemployment Compensation coverage, General and Professional Liability, Automobile Liability, Excess Liability, Property Insurance, and any all other insurance in respect to the Common Law Employer's business and employees.

ARTICLE V. RELATIONSHIP OF PARTIES

Section 5.1 Independent Contractor. **Robland HHC's** status under the Agreement shall be that of an independent contractor, and **Robland HHC** is alone responsible for its acts and the acts of its representatives, agents, or employees, whether or not in the course of their employment or authority.

Section 5.2 Cooperation with County. **Robland HHC** will continually work with and under the direction of the county, and the Common Law Employer to develop an organizational structure, a set of service principles, a program design, and operate within those guidelines and policies and procedures.

ARTICLE VI. CONFLICT OF INTEREST

Section 6.1 Conflict of Interest. **Robland HHC** is a related entity to Meridian Services Incorporated and **Robland Associates Incorporated**. Meridian Services is a provider of licensed services; **Robland Associates** provides management support services to other entities. **Robland HHC**, Meridian Services and **Robland Associates** are for-profit agencies with common ownership by Mary Hage and Dr. Rebecca Hage Thomley. Zenith Services Incorporated is a non-profit agency operated by the same individuals and support staff. Our agency provides management support services to Pinnacle Services/Summit Fiscal Agency another CDCS service provider.

ARTICLE VII. TERM

Section 7.1 Term. This Agreement shall be deemed effective the date first written above and shall continue in effect for one year.

Section 7.2 Termination. This Agreement may be cancelled by either party at any time, with or without cause, upon written notice, delivered by certified mail or in person.

Section 7.3 No Automatic Renewal. This Agreement shall not be subject to any implied or automatic renewals, and any relationship after the term hereof shall be subject to a new Agreement.

ARTICLE VIII.
MISCELLANEOUS

Section 8.1 Headings. The headings of the articles and sections of this Agreement are for convenience of reference only and shall have no substantive effect upon the provisions of this Agreement.

Section 8.2 Assignment. This Agreement is personal in its nature and neither of the parties hereto shall, without the written consent of the other, assign or transfer the Agreement or any rights or obligations hereunder. In the event of any assignment, the parties shall remain liable for all of their obligations set forth herein.

Section 8.3 Controlling Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

Section 8.4 Entire Agreement. This Agreement, and any attachments, constitutes the full and complete understanding of the parties respecting the matters within its scope, and supersedes all prior understandings and agreements and may be modified only in writing.

Section 8.5 No Waiver. The waiver by either party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any other breach or provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Robland HHC, Incorporated

By: _____

Its: **Robland HHC** Coordinator

Common Law Employer

By: _____

By: _____

Roles and Responsibilities Under Payroll Model	Common Law Employer	Robland HHC
Recruiting, interviewing Hiring Own Support	X	
Supervision, Managing of Employees	X	
Create Work Schedules	X	
Complete Necessary Employment Paperwork	X	
Setting Wages	X	
Evaluating Employees Job Performance	X	
Observe and Comply with Department of Labor Laws, and Federal and State Employment Laws	X	X
Provide Initial and On-going Training to Employees	X	
Background Checks and Motor Vehicle Report's	X	
Liability Insurance	X	
Monitor Spending, Staying Within Budget Limits	X	
Terminating Employees	X	
Enroll with Workers Compensation Insurance Carrier	X	
Pay and Maintain Workers Compensation Insurance Payments	X	X
Keeping Employment Records, Maintaining Employee Files	X	X
Issue Paychecks and Pay Employees on Time and on a Regular Schedule		X
Withhold all appropriate taxes from Workers Salaries and Pay those withheld amounts to the Government, including Medicare, Social Security, Federal and State Unemployment and Federal Income Tax (FICA, FUTA, SUDA)		X
Issue Wage and Tax Statements to Workers and Submit Income and Tax Statements to the Social Security Administration (W-2)		X
Expense Reimbursement		X

