

ADDITIONAL RESOURCES

Sample Agency Agreement

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*Sample only: please check with Legal Department before using at your site

Employees with Disabilities Initiative

This Agreement entered into this _____ day of _____, 20____, by and between the _____ (hereinafter referred to as “_____”) and _____ Co. (hereinafter referred to as “_____”).

WITNESSETH:

WHEREAS, the parties to this Agreement understand that the training at _____ and the opportunity to obtain practical _____ experience is for the benefit of the trainees; the trainees will work under close personal supervision and are not displacing regular employees; _____s is receiving no immediate advantage from the training and, occasionally, _____s’ operation may be less efficient; the trainees’ training with _____s will end upon the conclusion of their participation in the _____ program; the trainees are not entitled to a job at the conclusion of the training period; and all parties, including _____, _____s, and the trainees, understand that the trainees and _____ management are not _____s’ employees for any purpose and are not entitled to wages and/or benefits for the time spent in training.

WHEREAS, _____ and _____s agree that there shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to _____ and _____s.

WHEREAS, _____ and _____s acknowledge an obligation to contribute to the training of the trainees; and

WHEREAS, it is to the benefit of both parties that trainees have practical training opportunities; and

WHEREAS, it is a fundamental responsibility of both _____ and _____s to maintain a cooperative relationship with a mutual obligation of enriching training and providing quality customer service; and

WHEREAS, both parties desire to reach an agreement for their separate and mutual responsibility:

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THEREFORE, in consideration of their mutual interest, the parties hereby agree:

1. _____:
 - a. Is primarily responsible for its trainees' learning experiences and will provide its management sufficient support to effectively implement the _____ employees with disabilities.
 - b. Will provide its trainees with objective guidelines and a telephone number to the supervisors working with the _____ employees with disabilities.
 - c. Will ensure that its trainees and management become familiar with and adhere to _____s' standards, procedures, and code of ethics prior to the beginning of their practical assignment.
 - d. Will instruct all of its trainees assigned to _____s with regard to compliance with all of its rules, regulations, policies and procedures, including but not limited to those relating to the confidentiality of patient records and information and to the responsibility and authority of _____s personnel over patient care and administration. _____ shall instruct all of its trainees that proper attire must be worn at all times in the store.
 - e. Will furnish _____s with a schedule of dates and hours for practical experience, as well as a list of names and telephone numbers of participating trainees and management.
 - f. Will meet with designated _____s personnel for discussions and evaluation of the _____ employees with disabilities.
 - g. Will ensure that its trainees, employees and management are covered by liability insurance through _____ as further described in paragraph four herein.

2. _____s will:
 - h. Maintain the standards, which make it eligible for approval as a practical environment for trainee instruction.
 - i. Permit trainees to use its _____ store facilities for trainee learning experiences.
 - j. Monitor the trainee activities. Trainees will not replace staff or give service apart from its training value.
 - k. Assist in orienting the trainees in providing them with a thorough understanding of the practice field.
 - l. Meet with designated _____ management members of the _____ employees with disabilities as necessary to discuss and evaluate the trainee program.
 - m. Provide access to medical records for training use, subject to _____s' rules regarding patients' privacy, and provide appropriate reference materials and procedures to trainees, when necessary.
 - n. If, in the sole discretion of _____s, a trainee or _____ management member is detrimental or disruptive to its operation, _____s may deny the trainee or _____ management member access to its facilities.

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3. _____ management and employees/trainees who become injured or ill while at _____s shall not be employees of _____s for the purposes of workers' compensation benefits, disability, or any similar payments for such injuries.
4. _____ agrees to hold harmless and indemnify _____s against any liability, claims, damages, lawsuits, including all costs and expenses incurred in defending any claim which may arise as a result of any actions or inactions of the _____ management and/or employees/trainees in this program.

_____ agrees to obtain and maintain during the term of this Agreement a general liability policy covering said employees/trainees and its management. A certificate of insurance in the amount of \$1,000,000 from the insurance carrier shall be provided to _____s upon request.
5. _____s agrees to hold harmless and indemnify _____ against any liability, claims, damages, lawsuits, including all cost and expenses incurred in defending any claim which may arise as a result of any action or inaction of _____s or its employees or agents.

_____s agrees to obtain and maintain during the term of this Agreement a general liability policy covering _____s.
6. The parties agree that there will be no discrimination based on race, color, religion, national origin, citizenship status according to the Immigration Reform and Control Act of 1986, sex, age, disability, marital status, sexual orientation, gender identity, veteran status or genetic information, in any of their policies, practices or procedures.
7. This Agreement may be amended with the written mutual consent of both parties.
8. This agreement shall be effective as of _____, 20____, and shall continue thereafter for five (5) years or until terminated by either party upon thirty (30) days' written notice of termination.

Co. Representative Signature

Print Name

Title

Market Number

Date

Agency Representative Signature

Print Name

Title

Address

City/State/Zip

Phone Number

Date