

MEMORANDUM OF UNDERSTANDING

Between

and the

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

WHEREAS, the North Carolina Department of Health and Human Services (“DHHS”) has occasional need to supplement its workforce to fulfill specific tasks for a limited period of time; and

WHEREAS, (“Agency) provides staffing services on a temporary assignment basis; and

WHEREAS, DHHS may desire to secure Agency’s services where such needs arise; and

WHEREAS, DHHS and Agency desire to ensure a workforce where all workers are afforded the benefits of employment consistent with federal and state laws and regulations.

Accordingly, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHHS and Agency agree as follows:

Upon receipt of a request for temporary staff assignment, in mutually agreed form, from DHHS, Agency shall recruit, screen, interview, hire, and assign its employees (“Assigned Staff”) to perform the work specified by DHHS, under DHHS’ direction and supervision.

As the employer of Assigned Staff, Agency shall:

1. Pay Assigned Staff wages;
2. Withhold and transmit payroll taxes as required by state and federal law;
3. Provide unemployment insurance and workers’ compensation benefits, and handle any unemployment and workers’ compensation claims involving Assigned Staff;
4. Provide any additional benefits Agency provides to its employees;
5. Comply with federal, state and local labor and employment laws applicable to Assigned Staff, including the Immigration Reform and Control Act of 1986; NC General Statutes Chapter 64 Article 2 (Verification of Work Authorization), the Internal Revenue Code (“Code”); the Employee Retirement Income Security Act (“ERISA”); the Health Insurance Portability and Accountability Act (“HIPAA”); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act (“COBRA”); the Uniformed Services Employment and Reemployment Rights Act of 1994;

6. Comply with all provisions of the Patient Protection and Affordable Care Act applicable to Assigned Staff, including the employer shared responsibility provisions relating to the offer of “minimum essential coverage” to “full-time” employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations;
7. Maintain employer’s liability insurance, with minimum limits of \$1,000,000.00, covering all Assigned Staff;
8. Indemnify and hold harmless DHHS, the State of North Carolina, and any of their officers, agents and employees, from any claims arising out of any negligent act or omission of Assigned Staff in connection with the performance of this contract;
9. Notify Assigned Staff that they are not entitled to holidays, vacations, disability benefits, insurance, retirement plans, or any other benefits offered or provided by DHHS or the State of North Carolina to its employees.

As the recipient of Agency’s assignment of Assigned Staff, DHHS shall:

1. Be responsible for its business operations, products, services, and intellectual property;
2. Provide a safe work site and provide any information, training, and safety equipment appropriate to Assigned Staff’s responsibilities and work environment;
3. Not enroll Assigned Staff in its own health insurance or other benefit programs; and
4. Not make any offer or promise relating to Assigned Staff compensation or benefits.

DHHS and Agency agree to cooperate fully and to provide assistance to the other in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Staff. However, Assigned Staff shall not be entitled to protections, including grievance procedures, provided to DHHS employees.

DHHS and Agency agree to avoid using terms or provisions contrary to either the premise or substance of this Memorandum of Understanding in contracting for the assignment of Assigned Staff. However, without specific modification to this Memorandum of Understanding, DHHS and Agency may mutually agree to vary a particular contract from its terms and substance upon mutual agreement of purpose and upon specification that the variance is for a single contracting instance and is not precedential to the characterization of the relationship between DHHS and Agency described herein.

This Memorandum of Understanding is effective upon execution and shall remain in effect until terminated or superseded by mutual agreement of the parties.

-- Signatures appear on the following page --

Authorized representatives of the parties have executed this Memorandum of Understanding below to express the parties' agreement to its terms.

AGENCY

NORTH CAROLINA DEPARTMENT OF
HEALTH AND HUMAN SERVICES

Signature

Signature

Printed Name

Printed Name

Date

Date