### EMPLOYMENT AGREEMENT

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_,20\_\_\_\_, (the “Effective Date”) between Alliance Senior Center, INC (“Employer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Employee”). Both parties mutually agree to the following:

**ARTICLE 1**

**EMPLOYMENT AND SERVICES**

* 1. At-Will Employment. Alliance Senior Center, INC shall employ Employee as Basic Support Services Assistance including but not limited: Adult Companion, Homemaker and Individual Community Living Support, etc. Employee accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Alliance Senior Center and Alliance Senior Center’s supervisory personnel. Employee shall provide to Client the following services - see full list of provided service in job description addendum.
	2. Employee shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to Employee from time to time by Alliance Senior Center. You will travel and work amongst all of the company’s locations as needed. While working, you will be required to devote your full business time, attention, and best efforts to the performance of your duties and to the furtherance of the Alliance Senior Center’s interests. You consent to a background check as a condition of your employment. Additional Employee responsibilities will include the duties listed in Appendix A, independently or in partnership with other staff members, as well as communication with staff and patients as might be deemed necessary in person at staff or provider meetings, or by phone or email from other locations as needs might dictate. Employee and Employer will mutually agree as to the precise number, days and hours Employee will work, which will be based on patient demand.
	3. Termination. Alliance Senior Center INC. may terminate employment with or without cause at any time. Employee may only terminate employment with 14 days advanced written notice to Alliance Senior Center INC.

**ARTICLE 2**

**COMPENSATION**

2.1 Compensation. Employee will receive as compensation the rate outlined in Appendix A. Employee will be paid according to Employer payroll practices. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Employee shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Employee has not yet been paid, and for any commission earned in accordance with Employer's customary procedures, if applicable. This section of the Agreement is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

**ARTICLE 3**

 **NON-COMPETE AND NON-INTERFERENCE**

3.1 Covenant not to compete. Employee agrees that during the term of this Agreement and for a period of two (2) years following Employee termination of employment at Employer, Employee shall not directly or indirectly, own, manage, operate, consult or be employed by a business or company substantially similar to, or competitive with Employer within a 15 mile radius of Employer’s practice location(s) or through an Internet online presence.

3.2. Non-Interference with Employer Personnel and Patients. Employee agrees that during the term of this Agreement and for a two (2) year period immediately following the expiration or earlier termination of this Agreement, Employee shall not, in any capacity, solicit, endeavor to entice away from the Employer, perform services for, or otherwise interfere with the relationship of the Employer with either:

1. any patient of Employer, or
2. any person who is employed by or otherwise engaged to perform services for the Employer, whether as professional or non-professional personnel including, but not limited to, any medical doctor, nurse practitioner, naturopath, physician assistant, physical therapist, health coach, scribe, other allied health professional, administrator, or receptionist.

3.3 Services Unique to Employer. In addition, Employee agrees that during the term of this Agreement and for a two (2) year period immediately following the expiration or earlier termination of this Agreement, Employee shall not, in any capacity, offer or perform any therapies, procedures, testing, or education services for pay that were learned while employed by Employer.

**ARTICLE 4**

 **CONFIDENTIAL INFORMATION**

4.1 Confidential Information. For purposes of this agreement, “Confidential Information” means information that is proprietary to Employer or proprietary to others and entrusted to Employer, whether or not such information includes trade secrets. Confidential Information includes, but is not limited to, information relating to Employer’s business plans and to its business as conducted or anticipated to be conducted, and to its past or current or anticipated products and services. Confidential Information also includes, without limitation, information concerning Employer patients, treatment approach, medical/health protocols, purchasing, inventory, business methods, training manuals or other materials developed for Employer training, personnel matters, research and development, accounting, marketing and selling. All information that Employer has a reasonable basis to consider as confidential shall be Confidential Information, whether or not originated by Employer and without regard to the manner in which Employee obtains access to this and any other proprietary information of Employer.

Employee shall not, during or after the termination of employment under this Agreement, (1) directly or indirectly use for the benefit of anyone other than Employer; or (2) disclose any Confidential Information to, or otherwise permit access to Confidential Information by, any person or entity not employed by Employer or not authorized by Employer to receive such Confidential Information, without the prior written consent of Employer. Employee will use reasonable and prudent care to safeguard, protect and prevent the unauthorized use and disclosure of Confidential Information.

Upon any termination of Employee employment, Employee shall collect and return to Employer all original copies and all other copies of any Confidential Information acquired by Employee while employed by Employer.

The obligations contained in this agreement will survive for as long as Employer in its sole judgment considers the information to be Confidential Information. The obligations under this agreement will not apply to any Confidential Information that is now or becomes generally available to the public without any breach of obligation by Employee or another, nor to Employee’s disclosure of any Confidential Information required by law or judicial or administrative process. The confidentiality obligations in this agreement are in addition to Employee’s obligations under HIPAA and any other federal or state law.

If it appears that Employee has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Employer shall be entitled to an injunction to restrain Employee from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Confidential Information has been disclosed or may be disclosed. Employer shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**ARTICLE 5**

## GENERAL PROVISIONS

5.1 Survivability and Waiver. The obligations of Articles 3 and 4 hereunder shall survive the termination of this Agreement. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

5.2 Modification. This agreement may not be modified or amended except written instrument signed by both parties.

5.3 Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto in reference to all the matters herein agreed upon. This Agreement replaces in full all prior employment agreements or understandings of the parties hereto, and any and all such prior agreements or understandings are hereby rescinded by mutual agreement. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5.4 Compliance with Employer Rules. Employee agrees to comply with all of the rules and regulations of the Employer.

5.5 Applicable Law and Arbitration. This Agreement shall be governed by the laws of the State of Minnesota. Employer and Employee agree to submit all disputes under this Agreement to binding Arbitration under the current rules of the American Arbitration Association.

5.6 COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by receiving or providing services and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Alliance Senior Center, INC. employees, contractors and agents. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience. I hereby release, covenant not to sue, discharge, and hold harmless the Alliance Senior Center, INC., its employees, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Alliance Senior Center, INC., its employees, agents, and representatives. I agree to follow directions of the Alliance Senior Center, INC., state and federal agencies in regard to safe conduct in regard to COVID-19.

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be duly executed and delivered on the day and year first above written.

**Employee Signature Employer Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_OBO Employer

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX A –Compensation**

Compensation.The Employee shall be compensated as follows, which is consistent with Appendix A.

Hourly $13.5 per hour

In the event Appendix A shall control by law.