

APPENDIX I

Sample Employer of Record Employer-Direct Support Professional (Employee) Support Agreement

DISCLAIMER: The sample Employer of Record Employer-Employee Support Agreement that follows is not, and should not be deemed to be, legal advice by Vaya Health on any matter included in this sample agreement. The sample agreement was not developed by Vaya Health and is being included in this IFDS Handbook to assist the EOR and Representative in developing an employment agreement, if they wish to use one.

Employee: _____

Employer of Record (EOR): _____

Representative (if applicable): _____

Date of agreement: _____

The Employee agrees:

1. To perform the duties in this Agreement and any attachments to this Agreement.
2. To maintain required documentation.
3. That all matters regarding the N.C. Innovations participant or matters discussed with my Employer are confidential. Information will not be disclosed to other persons without authorization from my Employer.
4. To complete all necessary paperwork to secure payroll deductions from my pay. This includes keeping time and billing forms that must be signed by the Employer and employee, and incident and accident reports.
5. That submission of false information on timesheets, clinical documentation, or other reports could result in termination from employment and criminal prosecution.
6. That all records are the property of the EOR and must be returned to the EOR at the time that the employment relationship ends. Records will not be taken from the work site unless authorized by the EOR.
7. To notify _____ or their designee, _____ of any medical emergency or illness. The employee will notify one of them before seeking medical services for the participant, except in case of an emergency.
8. To participate in any meetings requested by the Employer.
9. That he or she received a copy of the Employee's job description and employee guidelines and agrees to abide by all such rules.
10. To comply with all policies and procedures of the federal and state Department of Health and Human Services related to the provision of Medicaid Services. These policies can be changed by the state or federal government at any time, including reimbursement rates for services that could change employment or salary terms.
11. That the first thirty (30) days of employment are a trial period to determine if the relationship is working for both parties.
12. That this is an employment "at will relationship", which can be terminated by either party, at any time.
13. To give at least ten (10) days' written notice to my Employer if I wish to terminate this Agreement.
14. That my Employer will immediately terminate this agreement and employment if I habitually neglect duties or if my actions present a threat to the health or welfare of the participant.
15. That my Employer may give me advance written notice of termination unless it is determined to be a health and safety situation which will result in immediate termination.
16. That a Financial Support Services Agency (FSSA) will process my paycheck. Only my Employer has the authority to authorize my paycheck. If I am overpaid, I must reimburse the FSSA for the overpayment.
17. That as compensation for services rendered, I will receive a salary of \$ _____ per hour as gross wages, which shall be paid _____ (frequency). Payment of wages will be made _____ days after the close of the pay period. The FSSA will withhold and remit the appropriate federal and state required taxes

and deductions. A W-2 statement for the previous calendar year will be supplied to the employee no later than January 31.

18. That I will be paid time and a half for any hours worked over 40 per week. The time is calculated from hours worked from Sunday through Saturday. My Employer or their representative must specifically authorize overtime pay.
19. That if the employee is unable to work at a scheduled time due to illness or other legitimate reason, the employee shall give the Employer as much advance notice as possible That I may not accept gifts from the individual supported, the family of that individual, or the individual’s guardian or Representative.
20. That employee performance reviews will be given once each _____.
21. To accept reimbursement of _____ per mile when asked to use my personal vehicle to perform job duties as directed by my Employer. I agree to keep an accurate record of mileage incurred, and to abide by all traffic and driving-related laws of the State of North Carolina, including proper use of seat belts at all time. I will provide adequate insurance on my vehicle. (If the Employer supplies a vehicle, the Employer will provide adequate auto insurance for vehicle to be used; furthermore, the Employer will provide proof of such insurance on the vehicle.) I must maintain a NC Driver’s License to keep my job. Travel from home to work and back again or to other assignments not related to work for Employer will not be reimbursed. I understand that meals or admission tickets will not be reimbursed.
22. That employment is conditional on my Employer’s participation in the N.C. Innovations Waiver, IFDS Option. If the Employer no longer participates in the IFDS Option, I may no longer be employed.
23. That my Employer has authorized _____ to act on all supervisory matters.

The EOR agrees to:

1. Keep all information about my Employee confidential, and to release it only upon the consent of my employee.
2. Pay the Employee (through the Financial Supports Services Agency) the salary and benefits described in this Agreement.
3. Provide or arrange required and appropriate training to/for the Employee.
4. Regularly evaluate the performance of the Employee and provide appropriate feedback to assure that the Individual being supported receives quality services.

If there are disputes about this Agreement, they must be addressed by the EOR. A complaint may also be filed by the Employee with Vaya Health. However, Vaya Health is not the Employer. We, the undersigned, agree to the terms of this Agreement.

_____ Employer of Record’s (EOR’s) signature	_____ Date signed
_____ Employee’s signature	_____ Date signed
_____ Representative signature, if applicable	_____ Date signed

ATTACHMENT A: SAMPLE EMPLOYEE SCHEDULE

Start date: _____, 20____

Days/hours of employment: The employee shall work the following schedule:

Hours	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Monday _____ to _____ Total hours per week: _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____
 Sunday _____ to _____

Scheduled holidays that the employee will not be expected to work:

Vacation days with pay: _____ Vacation days without pay: _____
 Sick days with pay: _____ Holiday days with pay: _____
 Holiday pay rate _____

(Specify holidays): _____

Training that must be completed before the employee provides services to the person the employee is supporting:

- CPR
- First Aid
- Blood Borne Pathogens

Other training that must be completed (with expected completion date):

The above training will be arranged by the Employer of Record (EOR) at no cost to the employee. The employee will be paid during the actual hours of training attendance (minus any time off for lunch). The employee will not be paid mileage for driving to the training, as this will be the employee's assigned work site for the day. Failure to attend training will be grounds for dismissal. A training certificate must be returned to the EOR to verify attendance. Other training may be required by the EOR to keep CPR and First Aid certifications current, or as needed for the employee to perform job duties.

The plan for supervising the employee is:

- Observing the work of the employee at least monthly
- Reviewing the time and billing forms completed by the employee
- Reviewing the employee's documentation at least monthly
- Meeting with the employee at least monthly
- Documenting the supervision in the Supervision Log in the employee's file

cc: Employee