

## APPENDIX I

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

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

### Employer of Record Employer-Employee Support Agreement

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 Innovations Waiver 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 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 they 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 Departments 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 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 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 me no later than Jan. 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 I am unable to work at a scheduled time due to illness or other legitimate reason, I will give the Employer as much advance notice as possible.
20. That I may not accept gifts from the individual supported, their family, or their guardian or Representative.
21. That employee performance reviews will be given once each \_\_\_\_\_.
22. 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 times. 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 valid North Carolina 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 meals or admission tickets will not be reimbursed.
23. That employment is conditional on my Employer's participation in the Innovations Waiver, IFDS option. If the Employer no longer participates in the IFDS option, I may no longer be employed.
24. That my Employer has authorized \_\_\_\_\_ to act on all supervisory matters.

**The EOR agrees to:**

1. Keep all information about the Employee confidential and release it only with the Employee's consent.
2. Pay the Employee (through the Financial Support 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 Employee's performance and provide appropriate feedback to ensure the individual being supported receives quality services.

If there are disputes about this agreement, they must be addressed by the EOR. The Employee may also file a complaint with Vaya. However, Vaya is not the Employer. We, the undersigned, agree to the terms of this agreement.

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Employer of Record's (EOR's) signature

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Date signed

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Employee's signature

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Date signed

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Representative's signature, if applicable

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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:**

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Vacation days with pay: \_\_\_\_\_ Vacation days without pay: \_\_\_\_\_  
Sick days with pay: \_\_\_\_\_ Holiday days with pay: \_\_\_\_\_  
Holiday pay rate: \_\_\_\_\_  
(Specify holidays): \_\_\_\_\_

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### **Attachment B: Sample Employee Training And Supervision Plan**

Training that must be completed before the Employee provides services to the individual they are supporting:

- CPR
- First Aid
- Blood Borne Pathogens

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

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The EOR will arrange the above training 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. The EOR may require other training 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