

EMPLOYEE SUPPORT AGREEMENT

Employee _____

Employer of Record _____

Date of Agreement _____

The Employee agrees to:

1. Perform the duties in this Agreement and any attachments to this Agreement.
2. Maintain required documentation, and agrees all matters regarding the Individual or matters discussed with my Employer are confidential. Information will not be disclosed to other persons without authorization from my Employer.
3. Complete all necessary paperwork to secure payroll deductions from my pay. This includes keeping a time and billing forms that must be signed by the Employer and employee, and incident and accident reports. Submission of false information on timesheets, clinical documentation, or other reports could result in criminal prosecution.
4. All records are the property of the Employer of Record and must be returned to the Employer of Record at the time that the employment relationship ends. Records will not be taken from the work site unless authorized by the Employer of Record.
5. To notify _____ or their designee, _____, of any medical emergency or illness. The employee will notify one of them before taking the Individual to the physician, except in case of an emergency.
6. To participate in any meetings requested by the Employer.
7. The employee acknowledges receipt of the employee's job description and employee guidelines, and agrees to abide by all rules. The Employee agrees 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.

8. The first 30 days of employment are a trial period to determine if the relationship is working for both parties. I understand this is an employment "at will relationship," which can be terminated by either party, at any time. I agree to give a 10-day written notice to my Employer if this Agreement is to be terminated. 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 Individual. My Employer may give me 10 days written notice of termination unless it is determined my continued employment will pose a risk to the Individual.
9. 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 Financial Support Service provider will withhold and remit the appropriate federal and state required taxes. Other deductions include FICA, FUTA, SUTA, Workers Compensation and _____. A W-2 statement for the previous calendar year will be supplied to the employee no later than January 31.
10. I understand a Financial Support Agency will process my paycheck. Only my Employer has the authority to authorize my paycheck. If I am overpaid, I must reimburse the Financial Support Agency for the overpayment.
11. The first 30 days of employment are a trial basis and employment may not continue after this time period.
12. I understand 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 thru Saturday. My Employer or their representative must specifically authorize overtime pay.
13. No gifts may be made or accepted from the individual supported, the family of that individual or the individual's guardian or Representative.
14. Performance reviews will be given once each _____.
15. I agree to 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 valid 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.

16. I recognize employment is conditional on my Employer's participation in NC Innovations Waiver, Individual and Family Supports Option. If the Employer no longer participates in the Option, I may no longer be employed.

17. My Employer has authorized _____ to act on all supervisory matters in his/her absence.

The Employer of Record agrees to the following:

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 Support Agency) the salary and benefits described in this Agreement.
3. Provide or arrange required and appropriate training to/for the employee.
4. Evaluate the performance of the employee and provide appropriate feedback to assure the Individual being supported receives quality services.

If there are disputes about this Agreement, they must be addressed by the Employer of Record. A complaint may also be filed by the Employee with TRILLIUM HEALTH RESOURCES. However TRILLIUM HEALTH RESOURCES is not the Employer. We agree to the terms of this agreement.

Employer of Record's Signature _____ Date _____

Employee's Signature _____ Date _____

Representative's Signature, if applicable _____ Date _____