



Individual Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

MRN: \_\_\_\_\_

**This Agreement should be used when an individual served by Easterseals MORC and using Self-Directed (SD) services, directly employs another person to provide services. It describes the supports that the employee will provide to the individual/employer and the terms and conditions of employment.**

This is an Employment Agreement between (name of individual directly employing the worker) "Employer" \_\_\_\_\_ and Legally Responsible Person (LRP) (if applicable) \_\_\_\_\_ and Employee \_\_\_\_\_ dated \_\_\_\_\_ .

**EMPLOYEE RESPONSIBILITIES:**

Employee is aware that employment is conditioned on the employer’s use of SD services. If the employer stops using SD services, employment will end.

1. Provide supports to the individual/employer by performing duties as outlined in this Agreement, any attachments to it, and the Individual Plan of Service (IPOS).
2. Submit documentation verifying that the minimum hiring requirements are satisfied as a pre-condition for employment and complete prior to working with the individual.
3. Agree to document services in a manner that fully discloses the extent of the services provided as required by Medicaid rules and as outlined in the individual’s IPOS. Documentation must correspond with timesheets, be complete, concise, accurate and include the face-to-face time spent providing services. Documentation must be easy to read, signed and dated.
4. All information in the record will be kept confidential and released only upon the written consent of the Employer. Acknowledge that all records are the property of the employer and shall be returned to them at the time the employment relationship terminates. In addition, illness and incident reports will be completed, when necessary, as required or requested by the employer.
5. Agree to assist the employer in filing Recipient Rights complaints upon request. Understand there is a responsibility to report rights violations or any potential

## EMPLOYMENT AGREEMENT – Oakland County

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abusive or neglectful situations that are observed. A request could also be made to cooperate with a recipient rights investigation and assist the individual with exercising his/her rights.

6. Immediately notify (name and contact information for emergency contact)

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in the case of a medical emergency or illness. That person will also be notified before taking the individual/employer to the doctor.

7. Agree to abide by the employer's rules as outlined regarding employment duties to the individual/employer and acknowledge receipt of these rules and regulations.
8. Agree to provide services outlined in Attachment A of this Agreement.
9. Understand that this employment is an at will relationship which can be terminated by the employee or individual/employer at any time. However, the employer cannot terminate employment based on race, religion, sex, disability, or other protected status under federal or Michigan law. Two weeks' written notice will be given to the employer if the employee plans to terminate employment.
10. Understand that the Financial Management Service (FMS) agency is responsible for payroll and that all timesheets and documentation to support the services provided must be submitted to the FMS agency every two weeks. In addition, the employee agrees not to sue the FMS agency for its role as the financial administrator of the employer's individual budget.
11. Understand that the employer is the "sole" employer and that I am not an employee of the PIHP/CMHSP which pays for services to the FMS agency or the FMS agency which is the financial administrator of funds used. All agencies will be held harmless for their role in administering Self-Directed services.
12. Agree to execute a Medicaid Provider Agreement (42CFR 431.107 attached) and acknowledge that this Agreement does not alter the fact that the PIHP/CMHSP is only the administrator of the funds used through Self-Direction. The employee understands that employment is contingent upon completing this Agreement.
13. Understand that Easterseals MORC may suspend or terminate funding for services if it is determined that the terms of this Agreement have not been met, that the individual's health or safety were at risk, funds have been misused, or not met with quality, timeliness or documentation requirements identified by the Michigan Department of Health and Human Services.

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### EMPLOYER RESPONSIBILITIES (Employer of Record):

1. Ensure that only qualified people are hired. Individuals who direct their services cannot hire or contract with their legally responsible person (parents of a minor child, the individual's spouse, legal guardian or co-guardian, the spouse of the guardian or co-guardian, or their landlord.)
2. Provide the FMS agency with the necessary documentation to assure timely compensation for the employee, as identified by the payroll schedule.
3. Maintain copies of timesheets, employment agreements, training records and service documentation that are complete, accurate and contain the face-to-face time spent providing services. Documentation must be recorded in a manner that discloses the full extent of the services provided, be legible, signed and dated.
4. Assure that the employee's trainings are completed and remain current.
5. Evaluate the performance of the employee and provide appropriate feedback to ensure that supports are appropriate.
6. Acknowledge and agree that the FMS agency is acting only as a financial administrator and shall in no way be considered the employer.
7. Delegate duties to the FMS agency to adhere to all federal and state employment obligations including but not limited to: maintaining Worker's Compensation insurance, complying with minimum wage standards and overtime regulations, withholding and payment of employment taxes, unemployment taxes and all reasonable employer responsibilities.
8. Agree that Easterseals MORC may suspend or terminate Medicaid/public funding for services provided by an employee if it is determined that the employee failed to fulfill the terms outlined in the Employment Agreement, or if the employee has jeopardized the individual's health or safety or has misused the individual's funds.
9. Acknowledge and sign the Employer of Record training log and train new staff who are hired.
10. Assure the employee executes a Medicaid Provider Agreement (**42 CFR 431.107** Agreement).

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**This Employment Agreement will be in effect until such time as it is terminated or changed.**

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legally Responsible Person Signature (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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**ATTACHMENT A**  
**EMPLOYEE DUTIES**

Employee understands and agrees to provide the services that are outline in the Individual Plan of Service, and that funding for some of these services may be through another source:

- Community Living Supports\*
- Respite\* (cannot be paid to unpaid caregivers)
- Transportation
- Overnight Health & Safety

**\*Community Living Supports and Respite Services may not be provided in a Hospital, Day Program, or Nursing Home.**

Special Instructions:

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**ATTACHMENT B**

**RULES**

(Rules about smoking, eating, phone use, etc. can be written in the space below.)

**Enter Rules or N/A:**

MRN: \_\_\_\_\_

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**MDHHS 42 CFR 431.107 AGREEMENT**

**The parties to this contract are Easterseals MORC herein referred to as the “Host Agency,” \_\_\_\_\_ and herein referred to as “Employee” \_\_\_\_\_ .**

The purpose of this Agreement is to define the roles and responsibilities of the above-named parties. This Agreement shall remain in effect until such time it must be terminated or modified. Any party can initiate a termination or modification, by providing written notice to the other of the desire to terminate or modify this Agreement.

**The Host Agency agrees to the following:**

1. Upon receipt of this Agreement, to certify the Employee as available to provide services to individuals who receive services and supports through arrangements authorized by the Host Agency or one of its subcontractors, and financed through Michigan’s Medicaid Specialty Pre-Paid Mental Health Plan where the individual is seeking or requesting services and/or supports in accordance with their person-centered plan.

**The Employee Agrees to the following:**

1. To keep any records necessary to disclose the extent of services the employee furnishes to recipients of services.
2. On request to furnish any information maintained under paragraph (1) of this section and any information regarding payments claimed by the Employee for furnishing services under the person-centered plan to the Host Agency, the State Medicaid Agency, the Secretary of the Department of Health and Human Services or the State Medicaid fraud control unit.
3. To comply with disclosure requirements specified in 42 CFR 455, subpart B, as applicable.
4. To comply with the advance directives requirements specified in 42 CFR 489, Subpart 1 and 42 CFR 417.436 (d), as applicable.

Both parties expressly acknowledge that the sole purpose of this Agreement is to assure compliance with 42USC 1902 (a) 27. Further both parties recognize and reaffirm that the Host Agency is not the employer of the Employee of Services, and that the Participant is the sole employer of the Employee.

MRN: \_\_\_\_\_

**EMPLOYMENT AGREEMENT – Oakland County**

This Agreement sets forth the entire understanding between the parties with respect to the subject matters, and supersedes all other agreements, either oral or in writing between the parties, pertaining to these matters. No change or modification of the terms of this Agreement is valid unless it is in writing and signed by the parties.

The parties agree to terms and conditions of this Agreement as specified on the foregoing pages, and so signify by affixing their signatures below.

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Easterseals MORC Representative

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Date

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Employee Signature

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Date