

**EMPLOYER OF RECORD (EOR)
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 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 (FSA) will process my paycheck. Only my Employer has the authority to authorize my paycheck. If I am overpaid, I must reimburse the FSA 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 FSA 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 _____ and supervision will be provided monthly as per waiver requirements.
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 the LME/MCOs. However, the LME/MCOs are 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