

IHS Program Employment Agreement

Worker Name:	Date of Agreement:
Representative Name:	Participant Name:

Relationship to Participant:

- Parent*
 Spouse*
 Sibling
 Legal Guardian/Conservator
 No Relation
 Other: _____

**If I am the Parent of Minor or Spouse of the Participant, I understand that by entering into employment with PICS, I am:*

- *Agreeing to obtain County-approved work schedule, obey wage restrictions, and pay all employment related taxes and expenses.*
- *Agreeing that no overtime will be worked by/paid to me and no mileage reimbursement will be submitted by/paid to me.*
- *Agreeing that only hours conforming to the approved work schedule will be paid.*

Compensation

Worker is paid on a bi-weekly basis. Payment is issued following the submission of accurate time records, signed by the Representative and Worker, by 12 p.m. on Monday of each payroll week. Pay period dates, timesheet due dates, and pay dates are listed on the Payroll Schedule.

- a. Representative agrees to pay Worker:
- b. \$ _____ per hour as compensation for normal services rendered, as described in the job description.
 \$ _____ per hour for respite housekeeping other: _____ services rendered, as described in job description.
 \$ _____ per hour (applicable minimum wage) for training.
- c. Worker position is classified as a non-exempt position according to federal wage-hour law, meaning worker will be eligible for overtime pay. Overtime must be approved in advanced by PICS. If approved, Worker will receive overtime pay for any hours worked in excess of 40 in a work week. Overtime pay that includes both normal and respite hours will be calculated at a weighted average hourly rate.
- d. Worker will receive \$ _____ per mile for transportation services if transportation reimbursement is approved in Participants budget.
- e. Any of the above listed pay rates may be changed at the discretion of the Representative provided such rates are within the approved budget and services plan for the Participant. Pay changes will only be effective after written notification has been received by PICS from the Representative. A confirmation of any pay rate change will be communicated in writing to the Worker by PICS.

Employment Agreement

As the Worker, I acknowledge that my employment is dependent upon the Participant’s enrollment in a qualified program, with Partners in Community Supports (PICS). PICS has agreed to provide administrative, including payroll and human resources, support to the Representative by being the employer of record for the Worker. If the Participant is no longer eligible for this program, I will no longer be employed by PICS. In order to acknowledge the terms of my employment, I agree to the following:

1. I acknowledge that my employment is dependent upon the Participant’s enrollment in a qualified program administered by PICS. If the Participant is no longer eligible or no longer utilizing PICS’ services, I will no longer be employed.
2. I acknowledge my employment is dependent on successful completion of a Minnesota Department of Human Services (DHS) criminal background check. I understand the results of my background check will be made available to PICS and Representative.
3. Job Assignment. The Representative shall employ the Worker to assist the Representative by performing the duties specified in this Agreement. The Representative is responsible for training, managing and supervising the Worker and controlling workplace activities. The Worker accepts such employment in accordance with the terms and conditions of this Agreement.

- a. Representative has developed a written job description, and provided a copy to the Worker. Worker agrees to perform his or her duties in accordance with the terms of the job description. The job description may be amended periodically by the Representative and any revised job description will be provided to the Worker.
 - b. Specific job duties, working conditions and location of work will be established by the Representative, based on the needs of the Participant, and communicated to the Worker.
 - c. The Worker is required to perform his or her duties in an ethical manner, preserving and respecting the rights and dignity of the Participant, in compliance with the Minnesota Vulnerable Adults and Maltreatment of Minors Acts.
 - d. Hours of work may vary from week to week and will be established by Representative. Worker is not authorized and agrees not to work in excess of 40 hours per week (or a lesser number established by Representative) without prior written permission from both PICS and the Representative.
 - e. The Worker will utilize all appropriate safeguards and universal health precautions, assuming at all times the possible presence of communicable disease.
 - f. Worker represents and warrants that he or she is able to perform the essential functions of the job with or without reasonable accommodation and that he or she will advise the Representative if accommodation is needed.
4. I understand that I cannot begin providing services in this program before I have successfully cleared the required background checked, completed all of the required employment paperwork including proof that you are eligible to work in the United States, and the participant has been approved for services.
 5. I understand that I may not submit time records and will not be paid for any time while the participant is admitted to the hospital or other type of rehabilitation facility. I understand I cannot be paid for any period for which the participant is not eligible for or receiving services.
 6. I understand that not being absent from providing direct support for more than 120 days is a requirement for continued employment.
 7. I understand that any false claims (including reporting hours not worked) or untruthful submission of documents, in an attempt to obtain improper payment, is reportable as Medicaid Fraud and subject to investigation. Medicaid Fraud is a felony and can lead to penalties.
 8. I agree to report work injuries to my Representative and to PICS Human Resources at 651-967-5060 or hr@picsmn.org. I agree to report any work injuries within 24 hours and I acknowledge that reporting incidents or accidents is critical for processing worker's compensation claims.
 9. Benefits: Per the Affordable Care Act (ACA), health insurance is offered to workers who are employed in a full-time status, working 30 or more hours per week. Employment in this program does not offer the following fringe benefits: dental insurance, life insurance, disability insurance, retirement or paid time off. Sick and safe leave time are administered per the applicable city ordinance rules. In accordance with Minnesota Law, the Worker will be covered under workers' compensation and unemployment compensation insurances.
 10. Deductions: Before you receive your paycheck, various deductions will be made. By law, deductions for federal income tax, federal Social Security, Medicare and state income tax will be taken. Your paycheck will include a statement of all earnings, deductions and PTO balance.
 11. Training: I acknowledge that I will receive on the job training from the Representative, and will complete required Orientation Training within 60 days of my start date. I will complete the yearly required Annual Training conducted during the month of October, as administered by PICS.
 12. Transportation: If, while performing services under this Agreement, I understand that while working if a vehicle is used to transport the Participant for any reason, the Representative will certify that only a vehicle in good working order owned by either the Representative or the Worker will be used and will be Fully Insured. "Fully Insured" means that the insurance coverage on the vehicle is at least \$500,000 single limit liability, \$500,000 uninsured motorist coverage and \$500,000 underinsured motorist coverage.
 13. Employment-At-Will. Employment with the Representative, with administrative duties by PICS, will be employment-at-will, meaning that either the Representative or Worker may terminate the employment relationship at any time, for any legal reason, with or without notice. However, where possible, the Representative will attempt to give the Worker up to two weeks' advance written notice of termination. The Representative requests that the Worker also attempt to give two weeks' advance written notice of resignation. Nothing in this provision is intended to nor does it alter the at-will employment relationship.



14. Policy and Employment Information: On behalf of the Representative, PICS will provide the Worker with information required by Minnesota law, including but not limited to information relating to blood-borne pathogens, infectious disease control, sexual harassment, data privacy practices, participant rights and responsibilities, and various other important policies, including an employment handbook that contains critical information.
15. I agree to make a report if I suspect that abuse, neglect or exploitation or a vulnerable person has occurred. For reports involving a vulnerable adult, go to www.mn.gov/dhs/reportadultabuse/ or call (24/7) 844-880-1574. For reports involving maltreatment of a child, contact the participants case manager or contact PICS at 651-967-5060.
16. I hereby agree to abide by the security and confidentiality of protected data of the client and others, including protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA).
17. Contact Person. The Worker has been recruited and hired by and will receive orientation and direction from the Representative, who shall control the Worker's workplace activities. In addition to acting as payroll administrator on behalf of the Representative, PICS acts as a consultant to the Representative in connection with a number of services that are intended to ensure compliance with applicable laws and regulations. Both the Worker and the Representative have access to PICS staff for information and clarification.
18. Agreement: This Agreement constitutes the entire agreement between the parties, and that there are no other oral or written agreements, understandings, or other representations between the parties relating to the terms of employment of the Worker. This Agreement supersedes all prior agreements, understandings, discussions, or negotiations relating to this subject matter. This Agreement may be modified or amended if the amendment is made in writing and is signed by the parties to this Agreement. Failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. This Agreement, the construction of its terms and the interpretation of the parties' rights and duties, shall be governed by and construed under the laws of the State of Minnesota unless federal law controls the issue in question.

By signing below, I attest that I have read this agreement in its entirety. I understand what is being requested of me, and agree to abide by these terms and conditions. I further understand and agree that violation of any of these terms and/or conditions of this agreement may result in my termination. I understand that this employment agreement may be terminated by any party at any time without advance notice or cause.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Worker Signature

Date

Representative Signature

Date