

NORTH CAROLINA  
HOME CARE INDEPENDENCE PROGRAM  
EMPLOYMENT AGREEMENT

This document is an Employment Agreement of the Home Care Independence program between \_\_\_\_\_, the Employer (Participant) and \_\_\_\_\_, the Employee (Personal Assistant).

Both the Employer and the Employee agree to the following:

1. The offer and acceptance of the rate of pay as \$\_\_\_\_\_ per hour for \_\_\_\_\_ hours of work per week. Both the Employer (Participant) and Employee (Personal Assistant) agree to the number of hours. Additional hours worked must be approved by the Care Advisor in advance. Both the Employer and the Employee must keep track of the hours worked each week.
2. Completed time reports will be correct and signed by the Employee, reviewed for accuracy and signed by the Employer, and submitted to the Financial Management Service (FMS) by the Employer or Employee, as agreed upon, according to the schedule published by the FMS.
3. The Employer will approve, with his/her signature only those hours of service provided by the Employee that have been prior approved by the Care Advisor in the care plan or modified as extenuating circumstances arise. The FMS will make salary and related payments as authorized by the Care Advisor in the care plan or by verbal, followed by written, authorization of changes on an as-needed basis.
4. The Employer and Employee understand their rights as indicated in the Consumer Bill of Rights and the Personal Assistant Bill of Rights. These documents have been read by the Employer and the Employee and each will receive copies of both documents.
5. The Employee may request and receive planned time off from regular work schedule with adequate/reasonable advance notice to the Employer. Number of vacation days will be set by agreement between the Employer and the Employee.
6. The Employee will notify the Employer when illness prevents service provision.
7. The Employer and Employee will advise one another of any changes in personal status such as name, address, telephone number, as soon as they occur.
8. They will discuss job related concerns when they occur.
9. Both should give at least two weeks notice regarding termination or resignation of employment unless the reason for ending the relationship is for extenuating circumstances that necessitate immediate termination/closure
10. The Employee is not an employee of the agency operating the consumer directed services program nor of the FMS. The Employee is employed by the Participant in the consumer directed program.
11. The Employee meets the minimum qualifications to be employed:
  - a. 18 years or older
  - b. U.S. citizen or legal alien authorized to work in the U.S
  - c. A picture I.D. and a copy of his/her Social Security Card
  - d. The ability to communicate successfully with the Employer
  - e. Passes a criminal background check to the satisfaction of the Employer and the local agency funding the program
  - f. Prospective Employer wants to employ the individual
11. This is an at-will employment agreement. The Employer or the Employee may cancel this agreement at any time, for any reason.
12. If the Employers' participation in this program ends, the Employee's employment also ends.

HC Employment Agreement

Job Duties of Employee:

1. Provide services relating to activities of daily living by assisting, the Employer with (mark those needed):
  - a. Meal preparation \_\_\_\_\_
  - b. Laundry \_\_\_\_\_
  - c. Activities of daily living:
    - Bathing \_\_\_\_\_
    - Toileting \_\_\_\_\_
    - Eating, \_\_\_\_\_
    - Dressing \_\_\_\_\_
    - Ambulation \_\_\_\_\_
    - Other (specify) \_\_\_\_\_
  - d. Routine household care and maintenance \_\_\_\_\_
  - e. Shopping for food and other daily necessities \_\_\_\_\_
2. Other duties as assigned (specify):
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
  - e. \_\_\_\_\_

WORK SCHEDULE (Hours to be worked)

Day	Start Time*	Finish Time*	Total Hours
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
			<b>Weekly Total =</b>

*\*These hours may vary as to when worked. However, it is critical that the total hours worked per week do not exceed the sum of the projected daily hours.*

We have reviewed and agreed to the above responsibilities and schedule.

\_\_\_\_\_  
 Employer Signature                      Date \_                      Employee Signature                      Date