

Utah Department of Health
Medically Complex Children's Waiver
Self-Directed Services Employment Agreement

1. **PARTIES.** This Employment Agreement (referred to hereafter as "Agreement") is between
Thomas Nicholls (Referred to hereafter as "Employer").
Client/ Child's Parents/ Legal Guardian or Representative

AND

Employee's Name (EMPLOYEE):	<u>Quintas</u> <u>Jorge</u>
	<i>(Last, First, Middle I)</i>
Employee's Street Address:	<u>909 E Yorba Linda Blvd</u>

City:	<u>Placentia</u>
State:	<u>CA</u>
ZIP:	<u>92870</u>
Phone Number:	<u>(269)427-7706</u>
Employee's SSN #:	<u>259-12-8306</u>
Emergency Contact Information:	<u>Paul Stanek , (231)861-4341</u>

2. **PURPOSE.** Employee has been retained by EMPLOYER to provide services to
Mark Walters (Referred to hereafter as "Client").
Name of Person Receiving Services

Services provided to the CLIENT by the EMPLOYEE are to be provided under the direction and supervision of the EMPLOYER. Identified below are the service(s) that the EMPLOYEE may be authorized to provide at the direction of the EMPLOYER. Also listed are the current rates of payment for authorized services.

- | | | |
|--------------------------------------------------|----------|------------|
| <input type="checkbox"/> Skilled Nursing Respite | \$ _____ | per ¼ hour |
| <input type="checkbox"/> Routine Respite | \$ _____ | Per ¼ hour |

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- 3. EMPLOYEE REPRESENTATIONS.** As a condition of providing services under this Agreement, EMPLOYEE represents and agrees to the following:
- A. EMPLOYEE SHALL BE EMPLOYED AT-WILL BY EMPLOYER. EMPLOYMENT-AT-WILL MEANS THAT EMPLOYEE MAY QUIT AT ANY TIME FOR ANY OR NO REASON, AND THAT EMPLOYER MAY DISCHARGE EMPLOYEE AT ANY TIME FOR ANY OR NO REASON. THIS AT WILL STATUS MAY NOT BE ALTERED IN ANY WAY BY THE PARTIES.
 - B. Employee shall comply with all the following directed by the employer:
 - a. Demonstrate ability to safely care for the client;
 - b. Maintain basic Cardiopulmonary Resuscitation (CPR) certification;
 - c. Be aware of and comply with all appropriate and applicable Medicaid policies and procedures, and state and federal rules and regulations in effect when services are rendered;
 - d. Provide care and services as authorized by the case manager in accordance with all applicable Medicaid regulations and policies;
 - e. Utilize a Financial Management Services (FMS) provider selected by the employer to submit claims for services in accordance with the Medicaid policy in effect at the time of service;
 - f. Not bill Employer or otherwise attempt to collect payment for services from the Employer, except as specifically permitted by Medicaid policy;
 - g. Accept payment or claims adjudication from the Department of Health, as the state Medicaid agency, as payment in full for services rendered;
 - h. Accept the status of independent contractor to the Department of Health or the State of Utah to any agreement, settlement, liability, or understanding whatsoever;
 - i. Indemnify and hold harmless the Department of Health for any claims arising out of work performed by Employee under the authority of this agreement;
 - j. Not disclose information about person, or concerning the care or services given to the person, or other Medicaid clients, except as specifically allowed by state and federal laws and regulations.
 - k. In addition to the above; Skilled Nursing respite requires a current RN license as well as Nursing Malpractice Insurance/Individual Professional Liability Insurance.
 - C. Employee shall adhere to the requirements and responsibilities outlined in the person-centered care plan. Employee understands that non-adherence to the requirements and responsibilities outlined in the person centered care plan will result in non-payment of services.
 - D. Any additional hours of service the Employee is asked to provide, outside this Agreement are rendered under the Employer's personal authority, accountability and full liability.

- E. Any additional services the Employee is asked to provide, outside the scope of this agreement are rendered under Employer's personal authority, accountability and full liability.
- F. Employee has fully disclosed to the Employer, any convictions from a criminal offence other than a traffic violation. Employer accepts full responsibility of receiving services from someone who has been convicted of a criminal offence.
- G. Employee must be eighteen years of age or older, and be in possession of a current state issued Driver's License to transport or provide transportation services.
- H. Employee will sign and submit to Employer, accurate timesheets of all services rendered. Services are defined as "rendered" when Employee's signed time sheet is corroborated and signed by employer and submitted to the FMS agency. NO PAYMENT FOR SERVICES WILL BE MADE THAT DO NOT MEET THIS DEFINITION. Time sheets shall be submitted by Employee on a timely basis as directed by the employer. Time sheets must include:
 - a. The type of service rendered;
 - b. The date the service was rendered; and
 - c. The number of service hours delivered (to the nearest ¼ hour when paid per ¼ hour).
- I. Funds used to pay Employee for services rendered under this Agreement are public funds. Submitting false information on timesheets may subject Employee to criminal action, administrative sanctions, and/or liability for repayment of any funds received pursuant to the submission of false information.
- J. Except as may be prohibited by law, Employee must promptly notify and repay any overpayment to the FMS agency selected by the Employer, regardless of fault.
- K. Workers Compensation Insurance is provided to the employee, under this agreement.

- 4. **Background Screening and Clearance.** Pursuant to the Medically Complex Children's Waiver (MCCW) State Implementation Plan, Employee is required to submit a Background and Criminal Investigation (BCI) check prior to providing direct care of children. Employee must maintain continuous background clearance by obtaining BCI background check annually thereafter.

It is the responsibility of the Employer and Employee, and not MCCW, to ensure that initial and annual background checks are completed. Employer will be solely and personally responsible for paying the employee if these requirements are not met.

By my signature, I certify that I have read and agree to the terms of this agreement. I acknowledge that my failure to abide by this agreement may result in loss of employment with Employer. I further acknowledge that either party may terminate this agreement at time, with or without cause.

Employee

Date

Employer

Date