

ADvantage Program
Consumer-Directed Personal Services and Supports (CD-PASS)

Personal Services Assistant
Agreement to Terms of Employment

Employer and Personal Services Assistant

- 1. Parties:** The parties to this agreement are _____ (Personal Services Assistant) who will be employed by _____ (Employer). Both parties agree to assume the duties and the responsibilities of the employer-employee relationship as described in this agreement.
- 2. Place of Employment:** Employee's duties shall be primarily carried out at the employer's residence, but may include other locations such as events, Dr.'s offices, or stores.
- 3. Hours of Employment:** Regular days and hours shall be: _____. It is understood that these days and/or hours may change.
- 4. Pay Schedule:** Employer agrees to pay employee at the rate of \$_____ per hour.
- 5. Employee Duties:** Employee's duties are for the benefit of the employer only, not for other household members (unless otherwise contracted). The employee shall perform the duties listed on a task sheet or job description on a regular basis.
- 6. Supervision:** Supervision and direction of employee shall be the sole responsibility of the employer.
- 7. Expertise:** It is understood that the employee has no specialized medical training, knowledge or skills unless otherwise stated in advance.
- 8. Termination:** Either party may terminate this agreement. Any wages and/or reimbursement due will be on the next regular payday.
- 9. Time Off:** Employee will request time off (not to exceed _____ days per year) at least _____ days in advance to allow the employer to arrange coverage. In the event that the employee is sick, he or she will notify employer at least _____ hour(s) prior to the start of the shift, except in the event of an emergency.
- 10. PSA/APSA Qualifications:** Medicaid Provider Contract; at least 18 years of age; has not been convicted of a crime as defined in 63 O.S., Sec. 1-1950 et s.q.; has no pending notation of abuse or neglect as reported by the Oklahoma State Department of Health Nurse Aide Registry; name does not appear on the OKDHS Community Services Workers Registry; demonstrates the ability to understand and carry out assigned tasks; has verifiable work history and/or personal references; has verifiable identification and demonstrates the competence to perform required tasks to employer/participant satisfaction. The Oklahoma Health Care Authority is not obligated to make payment to a CD-PASS employee if all of the qualifications are not met.

Agreement signed on this _____ day of _____, _____.

date *month* *year*

Personal Services Assistant Signature

Date

Employer Signature

Date