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 sq.; 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 ____________________________,  _______________.

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_____________________________________________________  _________________
Personal Services Assistant Signature            Date

______________________________________________________  _________________
Employer  Signature               Date