Agreement Between Participant and Personal Support Worker

Parties to Agreement

This employment agreement is made between_____ (*hereafter referred to as*

"Participant") and_____ (*hereafter referred to as* ***"Personal Support Worker"***). The purpose of this agreement is to establish the responsibilities of the parties to each other.

Duration of Agreement

This agreement will be effective when both parties sign it. This agreement will be in effect until it is terminated by either party with 5 (five) calendar days of notice to the other, which may be provided orally or in writing. This notification requirement may be waived for cause, such as allegations of abuse or neglect, non-performance, fraud, or unsatisfactory performance. In such cases, cancellation may be immediate.

Personal Support Worker Qualifications

The Personal Support Worker attests that he/she meets minimum qualifications for employment as a Personal Support Worker in the Illinois Medicaid Waiver for Children and Adults with Developmental Disabilities.

1. **Personal Support Worker is 18 years old or older;**
2. **Personal Support Worker has the required skills to perform Personal Support Worker care services as specified in the participant's support plan;**
3. **Personal Support Worker must possess a High School diploma or GED;**
4. **Personal Support Worker possesses a valid Social Security number;**
5. **Personal Support Worker hired on or after July 1, 2007 is willing to submit to a criminal and a child or adult abuse record check;**
6. **Personal Support Worker can demonstrate the capability to carry out the responsibilities required by the participant and/or as specified in the participant's supportplan.**

Participant agrees to have had criminal background and abuse registry checks completed prior to employment.

Personal Support Worker Responsibilities

1. Personal Support Worker agrees to assist the participant by providing the services and performing the activities specified Participant's supportplan.
2. Personal Support Worker agrees to protect the health and welfare of Participant by providing authorized services in accordance with the requirements of Medicaid program in Illinois and the Medicaid Home and Community-Based Services Waiver Program including the minimum qualifications for employment as a Personal Support Worker.
3. Personal Support Worker agrees to provide Personal Support Worker Services as specified in the Participant's supportplan on a schedule mutually agreed upon between the Participant and the Personal Support Worker. On an exception basis, occasional variations in the Personal Support Worker Care tasks in the schedule will occur, based on mutual agreement of the parties.
4. In the event of illness, emergency, or incident preventing Personal Support Worker from providing scheduled service to the Participant, Personal Support Worker agrees to notify the Participant as soon as possible so that the Participant can obtain assistance from someone else.
5. Personal Support Worker agrees to maintain Participant'sconfidentiality and respect Participant'sprivacy.
6. Personal Support Worker agrees to pay all required federal, state, and local wage and/or income taxes levied against Personal Support Worker's wages. Personal Support Worker agrees to cooperate with Participant and Participant'sagent in providing information needed to comply with all income and unemployment taxation laws and regulations.
7. Personal Support Worker understands that this agreement does not guarantee employment.
8. Personal Support Worker understands that he/she is employed by Participant and not by the Consumer's agent (fiscal agent), or the State of Illinois.

Agreement Between Participant and Personal Support Worker

Parties to Agreement

Participants Responsibilities

1. Participant agrees to orient, train, and direct Personal Support Worker in providing the Personal Support Worker services that are described and authorized by the Participant's supportplan or that are requested by the Participant.
2. Participant agrees to establish a mutually agreeable schedule for Personal Support Worker's services, either orally or in writing.
3. Participant agrees to provide adequate notice of changes in Personal Support Worker's work schedule in the event of unforeseen circumstances or emergencies, but such notice cannot be guaranteed.
4. In consideration of Personal Support Worker's satisfactory job performance, Participant agrees to authorize completed Personal Support Worker time sheets and to pay Personal Support Worker net wages on a regular and timely basis according to a predetermined payroll schedule. Net wages will include gross earnings calculated according to Personal Support Worker's pay rate minus payroll deductions for federal income taxes, employee's share of FICA, state income tax, and other deductions as appropriate. Participant agrees to provide Personal Support Worker with a record of payments and deductions made from gross earnings.
5. Participant agrees to pay all income and unemployment taxes on behalf of Personal Support Worker.

Duration of Agreement

This statement will be effective when both parties sign it. The agreement will be in effect until it is terminated by either party with 5 (five) calendar days of notice to the other, which may be provided orally or in writing, unless there is cause for immediate termination.

Modification and Termination of Agreement

This agreement can be modified by agreement of both parties. This agreement can be terminated by either of the parties for cause. This agreement may be terminated without cause with 5 (five) days notice of one party to the other orally or in writing.

Mutual Responsibilities

The parties agree to follow the policies and procedures of the Illinois Department of Human Services, and of the Medicaid Home and Community-Based Services Waiver Program. The Personal Support Worker and Participant agree to hold harmless, release, and forever discharge the IL Department of Human Services, and their agents, from any claims and/or damages that might arise out of any action or omissions by the Personal Support Worker or the Participant. The duties and obligations of the Department and the payments of any monies hereunder by the Department are contingent on the Participant's continued eligibility, and approval of the Department's Executive Budget by the Illinois General Assembly and the Governor of the State of Illinois.

Pay rates will be determined upon meeting with the Participant and his or her Service Facilitator.

Participant/Representative Signature _____ Date _____

Personal Support Worker's' Signature _____ Date _____