

Veteran Directed Care Veteran Employer and Employee Agreement/Terms and Conditions

The following terms stated in this agreement apply to:

Veteran/Employer Name: _____

Employee Name: _____

The Veteran Directed Care Program offers a self-directed model of personal care attendant (PCA) services, which establishes the PCAs as household employees. This means the Veteran Participant or Designated Representative is the employer. The Veteran Employer is responsible for hiring, training and directing the employee on how to deliver care. The Veteran Employer is also responsible for firing the Employee if necessary.

The Veteran Participant or Designated Representative will choose their Employee. The Employee may be a family, friend, neighbor, member of a community group, etc. (with the exception of the Designated Representative).

Western Montana Area VI Aging Services has designated 406 Financial Services LLC as the Fiscal Agent. They will provide payroll services on behalf of the Veteran/Employer stated above, which includes enrolling approved employees, processing paychecks, processing payables requests, performing state and federal withholdings and reporting, and procuring workers compensation and unemployment insurance.

The Veteran/Employer and Employee agree as follows

The Employee will hold the title of Personal Care Attendant

The hourly rate of pay is: _____

The Employee will not work overtime without prior authorization. Overtime is considered more than 40 hours per week (a work week is considered Sunday through Saturday) The Employee will not work over the number of hours authorized in the Service Plan without prior authorization. There are two pay periods per month. (1st through the 15th of the month, and the 16th through the last day of the month.)

For the first pay period of the month, time sheets are due by noon on the 16th of the month. For the second pay period of the month, time sheets are due by noon on the 1st day of the following month. The Employer is responsible for reviewing the time sheets to verify they are correct and to ensure hours claimed do not exceed hours authorized. The Employer and Employee must both sign the timesheet before it is submitted to the office. It is the responsibility of the Employee to get his/her time sheet into the office by noon on the day the timesheet is due. Pay checks will be issued approximately 4 days following the 1st and 16th of the month.

There are no Employee benefits under this agreement.

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There is no reimbursement for miscellaneous costs incurred while providing services.

The Employee has received a copy of the Job description, has read the job description and understands responsibilities and duties. The employee is able to perform the expected tasks/duties. The Employee has read, signed and will abide by the confidentiality agreement and the Drug free workplace acknowledgement.

Veteran Employer and Employee understand that this is an, "at will," relationship, which can be terminated by the Employer or Employee at any time. However, the Employer may not terminate the Employee based on race, religion, sex, disability or other protected status under the federal or state law.

The Employee agrees to give the Veteran/Employer two week written notice if he/she terminates employment.

INDEMNIFICATION

The Employee and Veteran/Employer agree to indemnify and hold Western Montana Area VI Agency on Aging and/or 406 Financial Services LLC as the Fiscal Agent and its principles, agents, and subcontractors harmless for all claims, losses, expenses, fees, including attorney fees, costs and judgements that may be asserted against Western Montana Area VI Agency on Aging and/or 406 Financial Services LLC based on any act or omission of the Employee and/or Veteran/Employer in carrying out their individual responsibilities under this agreement.

This agreement should not be considered a contract of employment for any definite period of time or the guarantee of any particular rules, policies, procedures, or terms and conditions of employment. The offer described above is contingent upon the satisfactory completion of all employment related paperwork and satisfactory results of reference and background checks. Individuals with disqualifying felony convictions will not be approved to work under the Veteran Directed Care Program.

Accepted
For Veteran/Employer

Signature

Date

Accepted
For Employee

Signature

Date