

Employer Responsibilities Agreement Form

This is an agreement between the My Choice Family Care member (employer) and the My Choice Family Care Self Directed Support program when using SDS Payroll Services.

By signing this form, I, the My Choice Family Care member, am responsible for the following:

1. Hiring, firing, and discipline of all employees.
2. Checking references for potential employees.
3. Staying within the allotted hours and budget as determined by my Care Manager and Nurse.
4. The completion of the necessary forms appointing me as the employer—including form 2678 from the IRS after establishing an Employer Identification Number (EIN). *SDS Payroll Services can assist with this if there are any difficulties obtaining EIN.*
5. Following all Federal and State regulations and laws.
6. Maintaining a copy of the current Guardian or POA authorization if applicable.
7. Setting employee rate of pay within My Choice Family Care SDS contractual guidelines.
8. Ensuring hired employees have demonstrated the necessary skills to provide personal cares using one of the following methods:
 - Obtaining a six month history of personal cares provided for member
 - Obtaining a copy of employee's PCW certificate
 - Obtaining a copy of employee's CNA certificate
 - Having the RN on the PCMT verify the employee's skills (via the Caregiver Skills Questionnaire and Verification form)
 - Having employee agree to attend PCW/CNA training authorized by the My Choice Family Care program
9. Accepting the Care Manager has the right to refuse funding for a potential employee for any reason.
10. Contacting the SDS Payroll Services for employee background checks **every four years** of employment. *Caregiver background checks must be completed for all employees. The SDS Payroll Services will complete background checks on individuals chosen to be potential employees.*
11. Carrying worker's compensation insurance if personal cares are to be provided. *The Care Manager will assist in securing and paying for this insurance.*

12. **Reporting any injuries to the SDS Payroll Services office within 24 hours.**
13. Using appropriate supplies, equipment, and techniques as directed by health care professionals.
14. Creating work schedules for employee(s) and ensuring authorized hours (up to 40 hours) of weekly employment are not exceeded. *The 40 hours per week of employment is from Sunday through Saturday. This does not apply to live-in employees, employees who reside with me, or employees that are paid a daily rate.*
15. Verifying all time sheets. With my signature, I'm verifying the hours submitted by employee were actually worked. *Intentional falsification of documents could possibly result in removal from the Self Directed Support Program and/or prosecution under Medical Assistance Fraud.*
16. Submitting timesheets to the Fiscal Agent within (60) days of service.
17. Providing employees with house rules/expectations and employment obligations.
18. Understanding that SDS Payroll Services is not the Employer of Record. *SDS Payroll services assists in administration and performs payroll services for the employee(s) hired by the employer.*
19. Developing a care plan, including a back-up plan for all essential services in the event a SHC worker is not available.
20. Providing adequate notice of short term, permanent reductions or terminations of services.
21. Notifying SDS Payroll Services if an employee does not work in over 60 days.
22. Assisting with errors with employee payroll.
23. Ensuring employee has liability insurance, a valid operator's license, and a legally functional vehicle, in the event that employee will be providing transportation.
24. Maintaining employment records for 3 years or as stated by law.
25. Holding harmless SDS Payroll Services of any lawsuits or claims resulting from actions performed by my employee(s) or myself. I agree to pay any damages or costs incurred, including the cost of corporate counsel.

EMPLOYER NAME (PRINT): _____

EMPLOYER SIGNATURE: _____

DATE: _____