

**LEGALLY RESPONSIBLE INDIVIDUAL EMPLOYMENT AGREEMENT**

Attendant Name	Employer of Record Name

This Agreement is between the Attendant and Employer of Record (EOR) named above. It establishes the responsibilities of the parties to each other.

This Agreement will be effective when it is signed by both parties. Either party may terminate this Agreement. Notice to the EOR can be made orally or in writing. Notice must also be supplied to Consumer Direct Care Network Virginia (CDCN). The EOR must send a *Notice of Discontinued Employment Form*.

**Attendant Acknowledgements**

As the Attendant, I acknowledge the following:

- I am at least 18 years old.
- I have a valid Social Security Number. I am authorized to work in the United States.
- I am an employee receiving payments under a state Medicaid Home and Community-Based Services program. I will not be paid by CDCN for services performed if the Consumer is not authorized for services.
- I am an employee of the EOR. I am not an employee of CDCN or Sentara Health Plans.
- My hourly pay rate is set by the Virginia General Assembly. The rate is based on the Consumer’s physical address.
- This Agreement does not guarantee me employment or payment of wages for any time period.
- I will keep information about the Consumer confidential.
- I will carry out assigned duties and tasks. These will be explained by the Consumer or EOR. Approved tasks are outlined in the Consumer’s Plan of Care.
- I must report to the Dept. of Social Services:
  - Neglect or abuse of a Consumer.
  - Misuse of funds or property of a Consumer.
- Wages are from federal and state funds. I can report suspected Medicaid fraud to the Virginia Medicaid Fraud Hotline. Reporting contact information is available on the CDCN website under the Resources/Fraud Prevention tab.
- Federal and state taxes will be withheld from my wages, as applicable. Garnishments, support orders, and liens may also apply. I will submit to CDCN:
  - *IRS Form W-4.*
  - *Virginia Form VA-4.*
  - *CDCN Payroll Tax Exemptions Determination.*
  - *CDCN Attendant-Consumer Live-In Determination.*



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- I cannot be paid if:
  - The Consumer is no longer authorized for services
  - I work more hours than what the Consumer is authorized.
- I must notify CDCN of changes in my information on file. Such as name, address, contact information and tax withholdings.
- I am classified as a “domestic service employee” under Virginia law. I am not covered by Workers' Compensation Insurance.

### **Guidelines Regarding Legally Responsible Individuals (LRI's) serving as an Attendant**

As the EOR, I understand the follow guidelines apply to LRI's:

- LRIs may be reimbursed for providing personal care services for up to 40 hours per week.
- LRIs may not be reimbursed for respite care services.
- Live-in LRIs are exempt from using EVV.
- If an LRI serves as an Attendant, the EOR cannot also be an LRI.

### **EOR Acknowledgements**

As the EOR, I acknowledge the following:

- I am responsible for completing the *USCIS Form I-9*. I will keep a copy for my record and send a copy to CDCN.
- I will hire, dismiss, and train the attendant.
- I will submit to CDCN a *Notice of Discontinued Employment* form when an Attendant is no longer employed.
- I must live within a 50-mile radius of the Medicaid Consumer

### **Background Check Requirements**

- The Attendant is subject to background checks prior to hire. These include:
  - Criminal History Record Name Search. This is by the Virginia State Police.
  - List of Excluded Individuals/Entities (LEIE). This is by the U.S. Dept. of Health and Human Services; Office of Inspector General.
  - Child Abuse and Neglect Central Registry Records Check. This is by the Virginia Dept. of Social Services. *This is only required if the Consumer is a minor (under the age of 18).*
- Attendant authorizes CDCN to proceed with required background checks. Results cannot be released for any other purpose without Attendant's written consent. The results of background and LEIE checks are made available to CDCN, Sentara Health Plans and the EOR.
- Background checks are paid for by Sentara Health Plans.
- The Attendant may be hired on a temporary basis for no more than thirty (30) days. This is pending results of all background and LEIE checks.



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- An Attendant who fails a background or LEIE check is not allowed to work or be paid under this program upon or after discovery of failed results.

**Time Records and Payment**

- The Attendant must clock-in and clock-out for each shift worked using an approved Electronic Visit Verification (EVV) method.
- Use the EVV exception process only as needed. The reasons an Attendant would need to adjust or correct a shift include:
  - The Attendant clocked-in or clocked-out at the wrong time.
  - The Attendant forgets to clock-in or clock-out.
  - The Attendant’s phone or tablet was not working.
  - The Attendant did not have their phone or tablet.
  - The mobile app was not working.
  - The Consumer had an emergency.
  - The Attendant was a new enrollee and worked prior to being setup in CDCN’s system.
- Attendant wages are paid biweekly by CDCN. Payment is through Electronic Funds Transfer. Payment is to a bank account or pay card.
- CDCN will not pay for services provided when:
  - They are not authorized by SENTARA HEALTH PLANS.
  - They exceed the service authorization.
  - The Consumer has lost program eligibility.
  - Time records are submitted more than one (1) year from the date of service.
- If the Consumer is responsible for any “Patient Pay” amount, CDCN will deduct the amount from the Attendant’s net pay. The Consumer pays the Attendant the Patient Pay amount shown on the pay stub.

**Attestation**

By signing below, the parties attest and agree that they:

- Have read and understand all program rules and responsibilities.
- Understand what is being requested.
- Must sign and return this Agreement.
- Will abide by the terms and conditions of this Agreement.

\_\_\_\_\_  
Employer of Record, Printed Name

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attendant, Printed Name

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Date

