

EMPLOYMENT AGREEMENT

This agreement is made on _____ (Date) between _____
("Employer") and _____ ("Employee") to describe the supports that hat employee will
provide to the employer and the terms and conditions of employment.

Article I EMPLOYEE RESPONSIBILITIES

I, _____ (Employee) acknowledge and agree that the employment conditioned on my employer's participation in the Choice Voucher System administered by the PIHP/CMHSP. If my employer ends participation in the Choice Voucher System, my employment may end. I agree to the following terms of employment:

1. During the term of this Agreement, I shall provide support to my employer by performing the duties outlined in this agreement and any attachments to it.
2. I agree to assist my employer in maintaining the documentation and records required by my employer or the PIHP/CMHSP. I agree to complete all necessary paperwork to secure mandatory payroll deductions from my pay day. All records I may have or assist in maintaining are the property of my employer. I will keep these records confidential, release them only with the consent of my employer, and return them to my employer if my employment ends. In addition, I will complete illness and incident reports when necessary as required or requested by the PIHP/CMHSP or my employer.
3. In the event of a medical emergency I agree to notify my employer's contact person and to provide immediate medical attention. I will also notify my employer's contact person before taking my employer to the physician, except in case of an emergency.
4. I agree to participate in any meetings if requested to do so by my employer.
5. I agree to abide by all of my employer's rules and PIHP/CMHSP regulations (described below) regarding my employment duties to the employer through the Choice Voucher System, and I acknowledge receipt of the following rules and regulations:
 - a. Attachment A to this Agreement which outlines the supports that I will provide to my employer.
 - b. Recipient Rights Booklet. I agree to assist my employer in filing right complaints upon request. I also understand that I have a responsibility to report rights violations of which I am aware or any potential abusive or neglectful situations I observe, I understand that I may be requested to cooperate with a recipient rights investigation and/or assist my employer with exercising his or her rights.
 - c. Employers House Rules. Any additional rules will be given by employer.
 - d. Additional information and procedures for the Choice Voucher System issues by the PIHP/CMHSP.
 - e. Reporting and documentation requirements for verifying hours worked.
6. I understand that this is an employment at will relationship, which can be terminated by me or by my employer at any time. However, my employer cannot terminate my employment on the basis of my race, religion, sex, disability or other protected status under federal or Michigan law. In addition, I agree to give _____ days written notice to my employer if I terminate my employment.
7. I understand and acknowledge that my employer is my sole employer and that I am not an employee of the PIHP/CMHSP, which authorizes the supports I provide, or the fiscal intermediary, which is the financial administrator of Choice Voucher System funds used to pay me.
8. I agree not to sue the fiscal intermediary for its role as the financial administrator of my employer's Choice Voucher System funds and the PIHP/CMHSP for its role in administering the Choice Voucher System.
9. I agree to the following compensation for the services I shall perform: \$ _____/hour.
Benefits: (If any) _____
10. I agree to execute a Medicaid Provider Agreement with the PIHP/CMHSP and acknowledge that this agreement does not alter the fact that the PIHP/CMHSP is only the project administrator of the Choice Voucher System, and that my employee is _____ (employer). I understand that my employment is contingent on completing this agreement.