



EMPLOYER AGREEMENT

Consumer Name

First: Last: PPL ID:

Employer Name

First: Last:

This agreement sets forth the responsibilities of the Employer. They are subject to federal and state laws.

Public Partnerships LLC (PPL) Duties

1. Provide enrollment packets.
2. Pay Employees bi-weekly, on behalf of the Employer. For the Employee to be paid, their documented shifts must be approved by the Employer.
3. Deposit employer-related taxes using the Employer's tax ID.
4. Follow all IRS and state guidelines.
5. Obtain all proper federal and state powers of attorney.
6. Maintain workers compensation insurance on behalf of the Employer.
7. Process all tax exemptions and withholdings.
8. Maintain records of all:
 - Withholdings
 - Filings
 - Payments
9. Supply the Employee with a paystub for each pay period.
10. Furnish the Employee with end of year statements for filing income tax returns.
11. Track all money spent from the Program budget. The Employer must watch spending and not exceed the approved amount.
12. Submit all claims to the Program on behalf of the Employer.
13. Will only pay for tasks approved in the Service Plan.
14. Upon the end of this Agreement PPL will complete all required federal and state filings.

Employer Terms and Conditions

1. I understand I am the employer of any Employees I hire. The Employee is not an employee of PPL or the State. I am able to perform the duties required of an employer.
2. I will:
 - Choose who provides my services. I know non-qualified Employees cannot be paid. I will make sure the Employee:
 - Can be lawfully employed
 - Meets program criteria
 - Has completed required training based on program rules
 - Passes background and registry checks before starting work. These checks are made as required:
 - Initially
 - On an ongoing basis
 - Follow all state fair hiring and firing standards
 - Abide by all state and federal laws. This includes tax and labor laws.
 - Decide how I will hire Employees
 - Recruit and interview Employees
 - Check Employee references
 - Decide Employee pay, job duties, and work schedules
 - Make sure the details on the USCIS Form I-9 are complete and accurate. I will submit it to PPL.
 - Tell the Employee they are hired and their start date. This is based on the "Good to Go" notice from PPL.

- Set the terms of employment for the Employee
 - Explain job duties to the Employee
 - Provide all training to the Employee, as needed
 - Create and have an emergency back-up plan in place. This is needed in case my regular Employee(s) is unable to provide care.
 - Make emergency information available to my Employees.
 - Supervise Employees I hire
 - Review and approve my Employee's documented shifts.
 - I will make sure:
 - This happens within the proper time frames.
 - Submitted shifts are true and accurate.
 - Employees cannot work more than my budget authorizes and no more than 40 hours in one week
 - Hire another caregiver if I require additional services
 - Provide feedback to Employees on how they are performing their job
 - Treat my Employees and case worker with dignity and respect, including:
 - Privacy
 - Confidentiality
 - Notify PPL if I end an Employee's employment
 - Immediately report any possible:
 - Neglect
 - Abuse
 - Fraud
 - Misuse of funds or property
- I can report any of these to:
- PPL
 - Case Worker
 - The State
3. Any Employee I hire is not allowed to start working until:
 - The results of any background check have been received and approved (if applies)
 - I have received the "Good to Go" notice from PPL
 4. My Employees can be terminated (not be eligible for rehire) if they:
 - Commit abuse, neglect, or fraud
 - Misuse my funds or property
 - Violate the terms of the agreement that they sign upon employment
 5. Employees cannot submit documented shifts or be paid through the program if:
 - I no longer have Medicaid
 - Services are not authorized
 - They work before PPL issues a "Good to Go" notice
 - They are no longer eligible under program rules to provide services
 - I am:
 - Hospitalized
 - In a nursing home or similar facility
 6. I accept full responsibility for:
 - Direction of my own personal care
 - Managing the hours that have been approved for my needs
 7. I know that if I have a spend-down it is my duty to reimburse PPL for the amount of that spend-down. This is because PPL is my fiscal intermediary.
 8. I understand that as an Employer I assume certain risks such as bodily injury or property damage and I will define the duties of my Employees to minimize risk.
 9. I will contact PPL's Customer Service with any questions regarding this program.

Repeated dismissals by the Employer may make replacing staff harder. This could raise state unemployment tax rates. The Employer must stay within their budget with the higher costs.

If the Employee's employment stops for 6 months or longer, they may have to complete new paperwork.

Change of Employer

If a new employer replaces the previous Employer, they become the successor Employer. The Employee must have continued to provide the same services to the same Consumer. The new Employer is required to keep completed forms. This includes the I-9.

Medicaid Fraud

Medicaid fraud is a crime. It can lead to penalties and/or jail time. I can report any suspected fraud to PPL, Case Worker and/or the State.

Electronic Signatures

PPL supports electronic signing of forms if it is lawful and applies. I agree to sign all paperwork electronically, as it applies to me.

Agree and Sign

I confirm:

- I have read and agree to everything stated in this Agreement.
- I understand my responsibilities as they are explained above.
- My records are protected under state and federal laws.
- I understand my records cannot be disclosed without my consent unless required by law.
- The details provided are accurate and complete.
- It is my responsibility to properly complete and execute the USCIS Form I-9.
- I hold harmless, release, and forever discharge the Program, and PPL from any claims and/or damages that might arise out of any action or omissions by me (Employer), the Consumer, or the Employee.
- Any of the terms and conditions above may be changed or waived at the discretion of the Program and/or the State.

Employer Signature:

Date: