

Employer Agreement

Employer Name:

(First name, Last name)

Participant Name:

PPL ID:

(First name, Last name)

The purpose of the Employer Agreement:

This Employer Agreement:

- Is for the Georgia NOW or COMP Waiver programs (Waiver Programs), and
- Is used by the employer to agree to the rules as an employer in the Waiver programs.

The Waiver Programs are governed by the Department of Behavioral Health and Developmental Disabilities (DBHDD).

Who can be an employer in the Waiver Programs?

I understand that to be an employer, I must be one of the following:

- The person receiving services (participant), or
- A participant direction representative (PDR) for the participant.

The role of participant direction representative (PDR):

I understand that as a participant: I may appoint a person to be my PDR. I may also appoint a co-PDR or a backup PDR. A PDR may be:

- A legal representative of the participant, or
- A non-legal representative of an adult participant.

Also, a PDR:

- May be the employer, or
- I, the participant, may remain the employer.

I understand that any PDR(s) I appoint:

- Will not be paid to serve as a PDR, and
- Must go through a criminal background check.

A PDR may speak to PPL about:

- The participant,
- The employer, or
- The providers.

A PDR may help me with any of my participant direction duties, If I am the employer, the PDR can also help me with any of my employer duties.

If I appoint a PDR, I will give a completed Participant Direction Representative Appointment Form (PDR Form) to Public Partnerships LLC (PPL). The PDR Form:

- Tells PPL that I have appointed a PDR,
- Authorizes PPL to work with the appointed PDR, and
- Gives basic information about my PDR that is needed by:
 - PPL, and
 - DBHDD.

The role of Public Partnerships LLC (PPL):

I understand that PPL will be my Fiscal Intermediary (FI). PPL will provide Financial Support Services (FSS) to me. PPL will help me with some of my duties as an employer. PPL will:

- Be sure that my providers are qualified to work in the Waiver Program,
- Enroll my providers in the Waiver Program,
- Get criminal background checks completed for my providers,
- Pay my providers every two weeks,
- File and send in my employer taxes to the government,
- File and send in my providers' payroll taxes to the government,
- Manage any provider garnishments, and
- Get and maintain worker's compensation insurance.

I understand that PPL will, under my tax ID and on my behalf:

- Withhold all required federal and state taxes from my providers' paychecks,
- Keep track of all federal and state taxes that I will owe as an employer,
- Give these taxes to the federal and state tax agencies,
- Send Form W-2s to my providers each year for use in filing their tax returns, and
- Maintain records of all paychecks, withholdings, and tax filings.

Employer duties:

1. I understand that to use participant direction in one of the Waiver Programs:

- I must serve as the employer of each provider that I hire, and
 - The providers I hire will provide services to the participant.
2. I understand that, as the employer of my providers, I must fulfill all duties of being an employer. As the employer of my providers, I must:
- Find persons to hire as providers. My providers must meet the most current Waiver Program requirements. The requirements are in:
 - The Department of Community Health (DCH) Policies and Procedures Manuals for the NOW and COMP Medicaid Waiver programs.
 - Interview people applying to be providers,
 - Check references of people applying to be a provider,
 - Make sure criminal background checks are completed for each of my providers,
 - Hire my providers,
 - Complete the USCIS Form I-9 for each provider,
 - Give the completed USCIS Form I-9 to PPL for processing, and
 - Keep a copy of the USCIS Form I-9 for my records.
3. I understand that as the employer of my providers, I must:
- Decide how much I will pay my providers within the state's annual limits,
 - Complete and give the Provider Services and Rates form to PPL. This form tells PPL how much I want to pay my providers.
 - Make sure that I am paying my providers at least the required minimum wage,
 - Make sure that I am paying my providers overtime as required,
 - Set my providers' first workday,
 - Train my providers. This includes training my providers about how and when to perform their job duties, and
 - Set my providers' schedules.
4. I understand that as employer of my providers, I must also:
- Supervise my providers,
 - Make sure that my providers give their timesheets to me for approval on time,
 - Approve my providers' timesheets only if their timesheets are complete, correct, and truthful, and
 - Make sure that I give my provider's approved timesheets to PPL on time.
5. I understand that as my providers' employer, I must:
- Evaluate my providers' work performance within 90 days of employment and on an annual basis going forward.
 - If I need to, discipline my providers, and

- If I need to, fire my providers.
6. I understand that as the employer, I must follow all employment laws. These laws include:
 - Fair hiring and firing laws,
 - Minimum wage laws,
 - Leave and break laws,
 - Overtime laws, and
 - Tax laws.
 7. I understand that my providers are my employees. They are not employees of:
 - The State of Georgia,
 - The DBHDD, or
 - Public Partnerships LLC (PPL).
 8. I understand that the personal information of the participant must be protected:
 - If I am the participant, I should be careful with my personal information, or
 - If I am an employer and not the participant, I must protect the personal information of the participant.
 9. As the employer, it is my duty to ensure that my providers:
 - Only provide services as allowed by my program budget, and
 - Do not work more hours than are allowed by:
 - My program budget,
 - My Individual Service Plan (ISP), and
 - My authorization.
 10. As the employer, it is my responsibility to tell PPL about:
 - Any changes to my providers' information, including contact information,
 - Any changes to my information, including contact information, and
 - Any providers who are no longer working for me.
 11. I understand:
 - I must pay my providers personally if they perform work not permitted by Waiver Program rules.
 - If my providers perform work not permitted by the Waiver Program rules, DBHDD money cannot be used to pay them.
 12. I must pay my providers overtime in certain situations. I understand that overtime pay can quickly use up my program budget. If I want or need to have a provider work overtime, I will consider this. I will think about how this will impact my program budget.
 13. I understand if a provider stops working for me for more than 6 months:
 - If they want to work for me again, they may have to begin the enrollment process over

again.

- I will contact PPL if I have questions about this.

14. I understand that I may be removed from serving as an employer in the Waiver Program if:

- I do not follow the Waiver Program rules, or
- I do not complete my employer duties.

15. I agree to sign all Waiver Program forms by electronic means, when possible, as requested by PPL.

Providers must be qualified:

1. As an employer, I understand that only qualified providers may work in the Waiver Programs.

“Qualified” means that the provider:

- Is age 18 or older,
- Is a U.S. citizen or is legally authorized to work in the United States,
- Has a valid U.S. Social Security Number,
- Is legally eligible for employment under state and federal laws,
- Has passed all background checks, and
- Has fulfilled all Waiver Program requirements.

2. I understand that, as the employer, I am not qualified to be a provider.

3. I understand that a participant directed representative may not be a provider.

4. I understand that a legally responsible person cannot be a provider. Legally responsible persons include:

- The spouse of the participant,
- A parent or legal guardian of any minor who is a participant, and
- A legal guardian of an adult participant.

5. If I want a family member who is not a legally responsible person to provide some services, I understand that:

- I must work with the participant's Support Coordinator. Permission must be requested from DBHDD for the family member to provide services,
- PPL cannot reimburse a family member for providing services unless DBHDD grants permission, and
- If I have questions about a family member providing services, I must contact my Support Coordinator.

6. I understand that if a provider is not qualified:

- They cannot be paid by the Waiver Program to provide services to the participant, and
- I may be personally responsible to pay the provider for services that they perform.

Provider background checks:

1. I understand that each of my providers must complete a fingerprint-based background check. I understand PPL will help me and my provider request the background check. Once the background check has been requested, the provider will get an email from a company called Idemia. In the email there will be a link to schedule an appointment for fingerprinting. There are fingerprinting service locations across Georgia.
2. I understand that my providers must pass all database checks. These database checks include:
 - The Office of Inspector General, and
 - The List of Excluded Individuals and Entities.
3. I understand that my providers cannot begin working until:
 - They have passed all background and database checks,
 - They have completed all forms required by the Waiver Program rules,
 - The participant is approved for their services, and
 - PPL has told me, the employer, that the provider has successfully completed their enrollment in the Waiver Program.

Unemployment tax rate:

I understand that if I frequently fire my providers,

- My unemployment tax rate will go up,
- Unemployment taxes come out of my budget, and
- I will have less Waiver Program funding to spend on services if my unemployment tax rate goes up.

Provider garnishments:

I will make sure my providers understand that if a court order for garnishment is made against them, PPL:

- Will comply with the garnishment order on my behalf,
- Will withhold money from the provider's paycheck as required by the court order,
- May charge the provider a processing fee for setting up the garnishment, and
- Will withhold money from the provider's paycheck until:
 - The entire amount of the garnishment has been satisfied, or
 - The court order no longer applies.

Fraud, waste, or abuse:

1. I understand that:
 - The Waiver Programs are part of Georgia Medicaid, and
 - Georgia Medicaid fraud, waste or abuse is a crime.
2. I understand that these situations could be Georgia Medicaid fraud, waste, or abuse:
 - If a provider is paid for work they did not do, or

- If a provider is paid for work that was not permitted by the Waiver Programs' rules.

If either of these situations occur:

- The provider will need to pay back the money they did not earn,
- The State or the Federal Government will pursue all legal means to take back the money, and
- Both I and my provider may be subject to criminal penalties. The criminal penalties for committing Georgia Medicaid fraud may include jail time.

My duty to report:

1. I understand that it is my duty to tell the participant's Support Coordinator if I suspect that anyone:
 - Has committed Georgia Medicaid fraud, waste, or abuse,
 - Has abused or neglected the participant, or
 - Has misused the funds or property of the participant.
2. I understand that PPL will report it to the state if I report to PPL about any suspected:
 - Georgia Medicaid abuse, waste, or neglect,
 - Abuse or neglect of the participant, or
 - Misuse of the funds or property of the participant.

Electronic Visit Verification (EVV):

I understand that I and my providers must use PPL's Electronic Visit Verification system (EVV). We will use PPL's EVV system to record my providers' shifts, using:

- A mobile phone,
- A tablet,
- A computer, or
- The participant's land line.

Getting goods and services through vendors:

I will select vendors in accordance with the specific service requirements of the COMP and NOW programs. The requirements are in:

- Part III of the Department of Community Health (DCH) Policies and Procedures Manuals for the NOW and COMP Medicaid Waiver programs.

Backup Plan:

I will create and maintain a sustainable emergency backup plan. The backup plan shows how the participant's needs will be met if staff cannot provide services. The backup plan should include:

- How health and safety concerns will be taken care of, and
- How crisis situations will be handled.

Agree and sign:

By signing below, I confirm that:

- I have read this entire Employer Agreement.
- I understand my duties as an employer in the Waiver Programs.
- I agree to follow all Waiver Program rules.
- I understand that if I have given false information to the State or to PPL:
 - I may no longer be allowed to serve as an employer in the Waiver Program, and
 - I may be subject to further legal action.
- I understand that the state may decide that a Waiver Program requirement does not apply to me. PPL will follow the directions of the state if the state decides any requirement does not apply.
- I agree that I will not bring any claims or legal actions against PPL that relate to:
 - My not following the rules in the Employer Agreement, or
 - My not following Waiver Program rules.
- I understand that I may no longer be allowed to serve as an employer in the Waiver Program if:
 - I do not follow Waiver Program rules, or
 - If I do not follow the requirements of this Employer Agreement.
- I will give a copy of the guardianship court order to PPL if:
 - I am the participant's legal guardian, and
 - I am signing this form for the participant.

Employer Signature:**Date:**

Employer Name (please print):
