

West Virginia Personal Options Aged and Disabled Waiver Program Employment Agreement

Purpose and Parties to Agreement

This agreement confirms the conditions of employment between the following:

 Participant (Employer) Direct Service Worker (Employee)

Starting Hourly Wage: \$_____ (to be determined by your Employer)

Starting Mileage Reimbursement Rate: \$_____ (to be determined by your Employer; if applicable)

Mutual Responsibilities

Both parties agree to adhere to all policies and procedures of the Aged and Disabled Waiver program and Personal Options.

Employer Responsibilities

The employer shall:

- Verify employee qualifications, including criminal background check, required training, and current certification in Cardio-Pulmonary Resuscitation (CPR);
- Schedule employee to provide services for payment only after being authorized by Public Partnerships, LLC (PPL);
- Orient, train, schedule, and supervise employee;
- Provide a safe workplace free from excess hazards, employment discrimination, and harassment;
- Request employee to perform permitted and planned for duties, as determined in the Participant Directed Service Plan. The employee should not perform prohibited services such as administering medication, dressing wounds, and tube feeding;
- Notify employee in advance if services are not required or if participant is no longer eligible for services;
- Verify services provided by employee by reviewing and approving timesheets, invoices, and documentation of services rendered, and ensuring submission to PPL;
- Accept responsibility for payment of services not authorized in approved spending plan.

Employee Responsibilities

The employee shall:

- Complete mandatory pre-employment training and on-going annual training, which includes 4 hours of on-the-job or training focused on enhancing your direct service delivery knowledge;
- Be punctual, neatly dressed, and respectful of employer’s person, belongings, family members, and acquaintances;
- Use employer’s personal property only if agreed upon by both parties;

- If providing transportation services, furnish employer with proof of valid driver's license and minimum automobile liability insurance;
- Report allegations or suspicion of abuse, neglect, and exploitation as required by applicable laws and regulations;
- Maintain confidentiality of all participant information as defined by the Health Insurance Portability and Accountability Act (HIPAA) and only release information with the written consent of the participant;
- Notify the employer in advance if not able to provide services as scheduled or if quitting employment;
- Complete accurate timesheets, invoices, and documentation to employer for review and signature.

Acknowledgements

Employee understands and acknowledges the following:

- Employee is employed by the participant. Employee is not employed by the State of West Virginia or PPL.
- Employment is "at-will". No guarantee or promise of continued employment is intended or implied by this agreement.
- In accordance with the Fair Labor Standards Act, employee is considered a domestic employee providing homecare companionship services to a household employer, and is therefore not entitled to overtime pay for hours worked in excess of 40 hours per week for a single employer.
- In West Virginia household employers are not required to obtain worker's compensation insurance coverage. Employers may not use funds from the approved budget for worker's compensation coverage.
- Employee is responsible for informing the employer of any non-workplace injury that would interfere with the performance of their duties. The employee is responsible for reporting workplace injuries to the employer within 24 hours.
- **IMPORTANT: Any false claims, statements, documents or concealment of material facts by employer or employee may be considered Medicaid fraud and will be reported for review and potential prosecution under applicable Federal and State laws.**

Payment for Services and Work Performed

PPL shall pay the employee for services provided by the employee and verified by the employer in accordance with the rate specified in the approved spending plan in effect at the time of service provision.

Termination of Agreement

Either party may terminate this agreement by notifying the other party and the PPL resource consultant in writing.

Signatures

By signing below, the Employer and Employee agree to the above terms and conditions.

Participant (Employer)

Date

Employee

Date