

**West Virginia Personal Options
Traumatic Brian Injury Waiver Program
Employment Agreement**

Purpose and Parties to Agreement

This agreement confirms the conditions of employment between the following:

_____ Participant (Employer) _____ Employee

Wages: (to be determined by the Employer)

Please only list wages for services that you will be providing.

Starting Hourly Wage for Personal Attendant Services: \$ _____

Starting Mileage Reimbursement Rate: \$ _____

Mutual Responsibilities

Both parties agree to adhere to all policies and procedures of the Traumatic Brian Injury Waiver program and Personal Options.

Employer Responsibilities

The employer must:

- Verify employee qualifications upon hire, including criminal background check, required training, and current certification in Cardio-Pulmonary Resuscitation (CPR) and First Aid and annually thereafter;
- Verify transportation service qualifications upon hire; employees must have a valid driver's license, proof of current vehicle insurance and registration, and maintain current vehicle inspections (as required by state law) and annually thereafter;
- 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 the employee perform trained and permitted services;
- 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 ensuring submission to PPL; and,
- Accept responsibility for payment of services not authorized in approved spending plan.
- Submit notification of Separation of Employment when an employee quits or is fired.

Employee Responsibilities

The employee must:

- Be 18 years of age or over;
- Upon employment, pass a criminal background check and every three years thereafter;
- Upon employment, pass a screening of the list of excluded individuals maintained by the Office of the Inspector General and monthly thereafter;
- Have the ability to perform participant-specific required tasks;
- Complete initial and annual training requirements (training requirements are outlined in the Employee Training Verification Forms);
- 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;
- Notify the employer in the event you can no longer meet any or all transportation service qualifications;
- Report allegations or suspicion of abuse, neglect, and exploitation as required by applicable laws and regulations; (As an employee, you are a mandated employee.)
- Maintain confidentiality of all other participant information, 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;
- Submit accurate and 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 Public Partnerships, LLC (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.
- In West Virginia household employers are not required to obtain healthcare benefits. Employers may not use funds from the approved budget for employee's benefit 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

Public Partnerships, LLC (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