

*UnitedHealthcare Community Plan  
Arizona Self-Directed Attendant Care (SDAC) Service Option*

**EMPLOYMENT AGREEMENT**  
Between SDAC Member and Attendant Care Worker

The Attendant Care Worker/Employee is hired and supervised directly by the SDAC Member/Employer. The Attendant Care Worker must comply with the policies outlined below. This document must be signed and a copy maintained by the Employer and Employee. A signed copy must be included in the Employment Packet that is sent to PPL, the Fiscal/Employer Agent.

***Parties in Agreement***

This Employment Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between \_\_\_\_\_, hereinafter called "Employee,"

Employee Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Phone \_\_\_\_\_

and \_\_\_\_\_, hereinafter called "Employer." The purpose of this Agreement is to establish the responsibilities of both parties. The Employee is an employee at will. The SDAC member served under this agreement is \_\_\_\_\_.

***Payment***

The Employee shall be compensated for his or her services at the hourly rate of \$10.75. The pay rate shall be effective the first day of the service authorization period. Pay rates will conform to guidance provided by the State and shall be adjusted annually per AHCCCS FFS requirements.

***Duration of Agreement***

This Agreement will be effective when it is signed by both parties. Either party may terminate this Agreement and the employment contemplated herein at any time and without liability for doing so, by giving the other party at least 2 weeks prior notice. Notice may be provided either orally or in writing.

***Modification of Agreement***

This Agreement may be modified by Agreement of both parties. Modification of this Agreement must be in writing. Signed copies of all new agreements must be provided to PPL.

### ***Scheduling***

If the Employee is unable to work a scheduled time, the Employee shall provide at least \_\_\_\_\_ hours advance notice to the Employer in order for the Employer to find an alternate. A change in time by the Employer or Employee must be scheduled at least \_\_\_\_\_ hours in advance. In case of emergency, the Employee will notify the Employer or another designated person. Such person shall be designated in advance, in writing. If an Employee is knowingly going to be late, he or she shall notify the Employer by telephone.

### ***Employee (Attendant Care Worker) Qualifications, Duties, and Policies***

The Employee attests that he or she meets the minimum qualifications for employment required of the SDAC program and hereby agrees to the duties and policies as specified below. Qualifications, duties, and policies of the Employee include, but are not limited to, the following:

1. Employee is 18 years of age or older.
2. Employee has the required skills to perform Employee services as specified in the Employer's service authorization.
3. Employee possesses basic math, reading, and writing skills.
4. Employee possesses a valid Social Security Number and is authorized to work in the United States.
5. Employee is willing to submit to a criminal record check and hereby authorizes PPL to conduct a criminal record check. Criminal record checks are mandatory.
6. Employee agrees that Federal Income, Medicare, Social Security, and Arizona State and local taxes (as applicable) shall be withheld from Employee wages per IRS and Department of Taxation requirements.
7. Employee acknowledges and understands that funds available for payment are authorized by UnitedHealthcare Community Plan in advance of work performed. Payment to the Employee shall only be made as authorized by UnitedHealthcare Community Plan. Employees shall only perform work within the authorized amount as they will not be compensated using program funds for work performed in excess of the authorized amount. Any work performed over the amount authorized will be paid to the Employee by the Employer.
8. The Employee will not be paid for services not performed or time not worked.
9. Timesheets must be properly completed and signed by both the Employer and the Employee. **Timesheets are due to PPL by the Employer or Employee within one calendar day from the end of the pay period in accordance with the payment schedule provided in this packet. Timesheets received after this date noted on the payment schedule are considered late and will NOT be paid on the following scheduled payment issue date. Payment will be processed in the following week.**
10. **Per Medicaid Regulations, the SDAC program does not allow payroll hours to exceed forty (40) hours per week.**

11. All documents required in the Employment Packet must be completed by the Employee and submitted to PPL prior to performing work.
11. All paychecks will be mailed directly to the Employee's home or sent by direct deposit.
12. Payment of Employee wages is from Federal and State funds. Any false claims, statements, documents, or concealment of material facts will be prosecuted under applicable Federal and State laws.
13. Employee agrees to assist the Employer by providing the services and performing the activities specified in the Employer's service plan.
14. Employee agrees to provide services as specified by the Employer on a schedule mutually agreed upon between the Employer and the Employee. Occasional variations in the Employee tasks and in the schedule may occur based on mutual agreement of the parties.
15. Employee understands that this agreement does not guarantee employment or payment of wages for any time period.
16. Employee understands that the Employee is employed by the Employer and not UnitedHealthcare Community Plan or Public Partnerships, LLC.
17. Employer's property is not to be used for the Employee's personal use, unless mutually agreed upon by both parties prior to use of property. All private matters discussed during working times shall be kept confidential.
18. Employee is to be punctual, neatly dressed, and respectful of all family members. The Employer's telephone may be used only with permission.
19. Employee is to treat the member with dignity and respect. This includes respecting personal beliefs, culture, religion, and privacy as well as respect for the member's personal property.
20. Employee agrees to keep personal information about the member and/or his/her family confidential.
21. Employee agrees to communicate effectively with the member. If the member has a preferred communication method or device, this should be respected and utilized.
22. Employee agrees to provide safe care as instructed by the member. Universal precautions must always be utilized.
23. Employee must complete mandatory and other training that the member identifies as necessary to meet his/her unique needs. Updated CPR and First Aid cards along with all other required certification documents must be submitted to PPL upon renewal. PPL is unable to pay for any hours worked on days after the CPR and First Aid along with all other required certifications expiration date. **No Gaps in certification days will be paid.**
24. Employee must request additional training if he/she is asked to complete tasks that they do not feel they have knowledge or skills to complete.

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25. Employee must document completed tasks as outlined in the service plan within the requested timeframes, and as instructed by the member.
26. Employee agrees to report an emergency situation by calling 911 and to report urgent situations to the proper authority as indicated.
27. Employee must report any suspected abuse, neglect, or exploitation of an SDAC member to the case manager and proper authorities.
28. Employee must communicate with the member's case manager (when the member is unable) regarding any change in the member's condition, including admission to a health facility as appropriate.
29. Employee must complete all payroll records accurately and within timelines as instructed by the member and required by the FEA. Failure to accurately represent actual time worked is subject to a Medicaid fraud investigation.
  - a. Misrepresentation of time, services, individuals, and/or other information is not permitted. If the Employer or Employee signs a timesheet that is determined to misrepresent information, the member may lose the option of participation in the SDAC option.
30. Employee must provide adequate notice of planned absence or as soon as it is known that the ACW is unable to complete the scheduled assignment. This includes notifying the member in advance if the ACW must be absent for a portion of a scheduled assignment or will be arriving late to a scheduled assignment.
31. Employee agrees to provide a two-week notice to the member if she or he will be voluntarily terminating employment.
32. Employee agrees to inform the FEA and member of any changes to their demographics (e.g. address, telephone number, etc).

### ***Rights of the Attendant Care Worker***

The ACW has certain rights as an Employee of the member. These include, but are not limited to, the following:

1. To be treated with dignity and respect by the member and his/her family and friends. This includes respect for personal beliefs, culture, religion, and privacy.
2. To have time worked recorded and paid properly.
3. To refuse to perform tasks that might be adverse to the member's health.
4. To refuse to perform a task that the ACW believes poses a danger to his/her own health.
5. To refuse to perform tasks that the ACW believes that he/she has not been adequately trained to perform and which are not included/specified in the service plan.

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### ***Employer (SDAC Member) Responsibilities***

1. Employer agrees to orient, train, and direct the Employee in the manner in which duties will be performed. Employer agrees to request assistance and authorization if additional assistance/training is required.
2. Employer agrees to provide HIPPA and Universal Precautions training to the Employee or to ask their case manager to authorize this training from another party.
3. Employer agrees to prepare a description of duties for the ACW.
4. Employer agrees to perform E-Verify activity in compliance with the Legal Arizona Workers Act (LAWA). Under LAWA, all employers in Arizona must check the employment eligibility of those hired after January 1, 2008 through E-Verify, an online federal database through which employers can check whether an individual is authorized to work in the United States. PPL will facilitate the E-Verification process in conjunction with the Employer.
5. Employer agrees to establish a mutually agreeable schedule for the Employee's services either orally or in writing.
6. Employer agrees to provide adequate notice of changes in the Employee's work schedule in the event of unforeseen circumstances or emergencies, but such notice cannot be guaranteed.
7. Employer agrees to monitor the ACW hours to ensure that hours do not exceed those authorized. If more hours are required, the member must contact the case manager in advance and request reconsideration for additional hours.
8. Employer agrees to supervise the ACW, including termination of employment if this becomes necessary.
9. In consideration of Employee's satisfactory job performance, the Employer agrees to authorize completed Employee timesheets and to authorize payment to the Employee according to the predetermined Payroll Schedule. Net wages will include gross earnings calculated according to the Employee's pay rate minus payroll deductions for employee's share of applicable state, federal, and local payroll withholdings.
10. Employer will ensure that all required paperwork is accurately completed and sent to the FEA in a timely manner, including submission of signed timesheets as requested by the FEA. Failure to accurately represent actual time worked is subject to a Medicaid fraud investigation.
  - a. Misrepresentation of time, services, individual, and/or other information is forbidden. If the Employer or Employee signs a timesheet that is determined to misrepresent information, the member may lose the option of participating in the SDAC option.
11. Employer agrees to report any payroll issues to the FEA, including when the ACW resigns and/or is terminated.

***Mutual Responsibilities***

The parties agree to follow the policies and procedures of the UnitedHealthcare SDAC Service Option. The Employee and Employer agree to hold harmless, release, and forever discharge UnitedHealthcare Community Plan, the State of Arizona, and Public Partnerships, LLC from any claims and/or damages that might arise out of any action or omissions by the Employee or Employer/Member.

***Note to Employees***

Any offer of employment is contingent upon successfully passing the criminal background check. To pass the background check, you must not have a case of abuse, neglect, mistreatment, or exploitation in your background. Furthermore, you must list any prior conviction by any local state, federal, or military court of any felony or any other conviction involving sexual crimes including, but not limited to, rape, sexual assault, sexual battery, exhibitionism, voyeurism, or any attempt to commit any of such sexual crimes: homicide or attempted homicide; felonious assault or attempted felonious assault; unlawful breaking or entering; robbery; burglary; theft, or arson.

Please list any prior convictions below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By signing this agreement, you authorize PPL to conduct a criminal background check for you and authorize the release of the background check results to PPL, UnitedHealthcare, your Employer, and your Employer’s Case Manager as necessary.**

**By signing this agreement, you also acknowledge the following federal regulation that may affect employment: *The United States Department of Health and Human Services-Office of the Inspector General (HHS-OIG) maintains a List of Excluded Individuals/Entities (LEIE), which includes persons with convictions for program-related fraud, patient abuse, or licensing board actions. Medicaid payments cannot be made for services furnished by an excluded person who is on the LEIE. PPL, in coordination with UnitedHealthcare Community Plan, is screening prospective and current attendants monthly to assure compliance with this federal law.***

**The Employer and Employee must sign below to begin an employment relationship through this program. By signing below, the Employee and the Employer listed hereby agree to all qualifications, duties, responsibilities, and policies as outlined in this Employment Agreement.**

Employer’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(If Guardian) Relationship to Employer: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Telephone Number: \_\_\_\_\_

Employee Alternate Telephone: \_\_\_\_\_