



Toll Free Numbers

Phone: 1-866-886-6149

TTY: 800-360-5900

Administrative Fax: 1-866-592-0043

TCAD Options-SDP Employment Agreement Between Employer and Employee

**This document must be signed and retained by the Employer and Employee.
A copy must also be sent to PPL.**

Parties to Agreement

This agreement confirms the conditions of employment between the following parties within the TCAD Options SDP.

Employer

Employee

Mutual Responsibilities

The parties agree to follow the policies and procedures of the program. The Employer and Employee agree to hold harmless, release, and forever discharge the State of Tennessee and Public Partnerships, LLC (PPL) from any claims and/or damages that might arise out of any action or omissions by the Employer and/or the Employee.

Employer Responsibilities:

1. The Employer will recruit and hire their Employees.
2. The Employer will verify the Employee's qualifications, including a valid social security number and authorization to work in the United States.
3. The Employer will hire the services of the Employee for payment only after the work has been authorized by PPL.
4. The Employer will work with the Employee to develop an appropriate work schedule.
5. The Employer will identify the Employee's job duties as approved in the Employee's Plan of Care.
6. The Employer will train the Employee, supervise the Employee's daily activities and review the quality of the Employee's work.
7. The Employer will provide a clean and safe work environment without excess hazards, employment discrimination and/or harassment.
8. The Employer will notify the Employee in advance if services are not required or if Employer is no longer eligible for services.
9. The Employer will review, approve, and sign the Employee's timesheets as documentation of the services rendered and ensure that the timesheets are sent to PPL.
10. The Employer will be responsible for paying the Employee for any services performed in excess of the amount authorized in the Plan of Care and Budget.

11. The Employer will ensure that there is no misrepresentation of time, services, individuals and/or other information.
12. The Employer has the right to terminate the Employee, if necessary.

Employee Responsibilities:

1. The Employee must be 18 years of age or older and have a valid social security number.
2. The Employee will provide services for payment only after the work has been authorized by PPL.
3. The Employee is not a spouse, legal guardian or an authorized representative of the Employer.
4. The Employee will be on time, will be clean and neatly dressed and will respect of the Employer's person, belongings, family members and acquaintances.
5. The Employee is able to provide all of the services and tasks as required by the Employer.
6. The Employee will use the Employer's personal property only if agreed upon by both parties.
7. The Employee will submit accurate timesheets and documentation to the Employer for review and signature.
8. The Employee will notify the Employer in advance if the Employee not able to provide services as scheduled or if the Employee is quitting employment.
9. The Employee will report any allegations or suspicions of abuse, neglect, of exploitation immediately to the Support Broker and PPL.
10. The Employee will keep all Employer information confidential and only release information with the written consent of the Employer.
11. The Employee will ensure that there is no misrepresentation of time, services, individuals and/or other information.
12. The Employee will have a valid driver's license and proof of insurance, if providing transportation to the Employer.

Employee understands and acknowledges the following:

1. The Employee ***is employed*** by the Employer, not PPL or the State of Tennessee.
2. Employment is "at-will." No guarantee or promise of continued employment is intended or implied by this agreement.
3. Employees are not eligible to ever work more hours than the Plan of Care Budget authorizes and are not authorized to work more than 40 hours in one week; however, authorized services are exempt from overtime requirements under the Fair Labor Standards Act (FLSA) as companionship services. Accordingly, no Employee will receive overtime premium pay. Services provided must be directly related to the Plan of Care of the Employer.
4. Employee shall only perform work within the amount authorized by the State of Tennessee as stated within the Employer's Plan of Care and Budget.

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Employer Name: _____

Employee Name: _____

Date: _____

Employee shall **not** be compensated by the State of Tennessee or PPL for any work performed in excess of the authorized amount.

5. PPL is required to report certain information on newly hired Employees to the Tennessee Department of Employment Security as required by Federal and State Child Support Enforcement Laws.
6. PPL will conduct Background and Registry Checks on each newly-hired Employee. If the background report notes that records were found, the Employee, Employer, and PPL will be notified of the finding(s) and provided with a copy of the background results. Such finding(s) may negatively impact employment.

The Employer and Employee agree to indemnify and hold harmless PPL, its officers, Employees and agents from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of time spent by counsel for PPL and the cost and expenses and reasonable attorney's fees of other counsel required to defend PPL relating to or arising from any and all claims brought by Personal Support Workers against PPL relating to damages caused by work related injuries.

Compensation

The Employee will be paid on a twice monthly schedule per submission of timesheets (web, mail or fax) to PPL, fiscal agent of the Employer. A valid timesheet must be signed and dated by the Employer and Employee. PPL will withhold appropriate taxes and issue tax statements based on the tax forms filed by the Employer and Employee, respectively. The employee will make the gross amount listed for the following checked services:

<input type="checkbox"/>	Attendant Care \$_____/hr
<input type="checkbox"/>	Chore Services – inside \$_____/hr
<input type="checkbox"/>	Chore Services – outside \$_____/hr
<input type="checkbox"/>	Hourly Respite (up to 8 hrs per 24 hr period) \$_____/hr
<input type="checkbox"/>	Daily Respite (8-24 hr period) \$_____/day

Start Date _____

This date is contingent on the completion of all of the documentation required for employment and submission of the documentation to PPL. Once the documentation is received, PPL will conduct the Background and Registry Checks and the results will be reported to the Employer and Employee. The start date is also contingent on the participant's status and authorization.

Employer Name: _____

Employee Name: _____

Date: _____

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 Plan of Care and Budget in effect at the time of service provision.

Termination of Agreement

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

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

Employer Name: _____

Employee Name: _____

Date: _____