



Supervisor Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

## **PPL Colorado Employment Agreement**

This Employment Agreement is a three-party agreement by and among: (1) Public Partnerships Colorado, Inc. (“**PPL Colorado**”); (2) the CDASS Client and/or authorized representative; and (3) the Employee (attendant). The Employment Agreement establishes the responsibilities, rights, options and expectations of each party relating to each other and the provision of Consumer Directed Attendant Support Services (“**CDASS**”) services for the Client.

This Employment Agreement is effective as of \_\_\_\_\_ (“**the Effective Date**”). It may be modified only upon the signed written agreement of all parties.

### **1. Terms of Employment**

**PPL Colorado** serves as the employer of record and co-employer with the Client and/or authorized representative in the CDASS program. PPL Colorado is responsible for all employer of record obligations including: processing payroll and timesheets; withholding, filing and paying federal and state income tax withholding, and FICA, FUTA and SUTA to the appropriate tax authorities; issuing W-2 forms; conducting Board of Nursing and Criminal Background checks on employees in accordance with the specifications of CDASS rules; the provision of workers’ compensation insurance; and maintaining up-to-date financial records, copies of all forms, applications, agreements and consent documents.

**The Client** (and/or authorized representative, who is the managing employer serves as the Supervisor and is responsible for the recruitment, hiring, training, scheduling, wage setting, supervision and, where necessary, discipline and termination of the Attendant.

**The Attendant** (employee) agrees to provide services in a safe, courteous, and professional manner; to provide quality services as scheduled, to keep all information regarding the Client confidential, and to respect the Client’s privacy. The Employee further acknowledges that any physical, sexual or mental abuse or neglect of the Client by the Employee will result in the immediate termination of this Agreement

### **2. Compensation**

PPL Colorado agrees to compensate the Employee at a wage rate determined by the Supervisor, provided that the rate is either equal to or greater than the Colorado state minimum wage or the federal minimum wage, whichever is greater. As of January 1, 2009 the Colorado state **minimum wage is \$7.28** and is greater than the Federal minimum wage of \$7.25 effective July, 24, 2009. Rates are also subject to any maximum



rates that may be defined by the Department of Health Care Policy and Financing (“Department”)

The current rates are set forth below:

<b>Service</b>	<b>Standard Rate</b>	<b>Differential Rate</b>
Personal Care		
Homemaker		
Health Maintenance Activities		

The Client and the Attendant may designate and agree to one differential rate per service. Differential rates must be identified prior to the start of a working period and are subject to the rules below regarding the procedure to make changes to rates.

The Supervisor and the Employee may change these rates only by completing and submitting to PPL Colorado a “CDASS Employee Program Rate Change Form.” The change form must be received by PPL Colorado by 5:00 pm Mountain Time no less than one week (7 days) prior to the start of the payroll period when the new rate is scheduled to go into effect.

The Employee will not be paid by PPL Colorado for services that are rendered before all necessary paperwork has been submitted to PPL Colorado, and PPL Colorado has provided notification that the Attendant is authorized to begin work. Prior to providing authorization to begin work, PPL will ensure that a criminal background check and Board of Nursing background check have been passed. Under certain circumstances a Supervisor may hire an Employee with issues identified on a criminal background check, provided they complete and submit a “CDASS Client Acceptance of Responsibility For Employment” form.

The Employee understands that s/he must submit timesheets documenting time worked for review and signature by the Supervisor and that the Supervisor must then submit the time worked to PPL Colorado for payment. Employee further understands that if the Employee fails to submit time worked to the Supervisor in a timely manner, or if the Supervisor submits the time worked after the time submission, deadline payment will be delayed. The preferred method for timesheet submission is via the PPL Web Portal. Timesheets may also be submitted via fax or mail.

PPL Colorado will issue paychecks twice per month.

Payment to Employees is from Medicaid funds. Any false claims, statements, documents, or concealment of material facts may be subject to prosecution under applicable federal and state laws.



Any payment requirements resulting from work performed in excess of the number of hours authorized in the Attendant Support Management Plan shall be the responsibility of the Supervisor.

Spouses and family members may not provide more than 40 hours of paid attendant care in a seven day period or an average of 88 hours per pay period since Employees are paid twice per month. Other Employees may work more than 40 hours per work week (defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday). Authorized services are exempt from overtime requirements under the Fair Labor Standards Act (FLSA) and Colorado law as companionship services. Accordingly, Employees will not receive overtime premium pay. Homemaker services provided must be directly related to the care of the Supervisor (e.g., changing the Client’s sheets, doing the Client’s laundry, preparing meals for the Client).

The Employee will not be paid for services provided to Supervisor during the time the Supervisor is admitted to a medical institution such as a nursing facility or hospital.

**3. Job Duties**

The Employee shall provide personal care services, health maintenance activities, and homemaker services as outlined in the Client’s Attendant Support Management Plan. These services include, but are not limited to, assistance with daily living such as bathing, dressing, personal hygiene, laundry and meal preparation, and general housekeeping.

**4. Schedule**

The Employee agrees to work the schedule outlined in the table below. The table identifies approved CDASS program tasks and the anticipated days they will be performed (check off tasks to be performed below). The specific schedule for completion of these tasks may vary depending on the changing needs of the Client.

Tasks	SUN	MON	TUES	WED	THUR	FRI	SAT
Homemaker Services							
Routine light housecleaning							
Meal preparation							
Dishwashing							
Bed making							
Laundry							
Shopping							

Tasks	SUN	MON	TUES	WED	THUR	FRI	SAT
Personal Care Services or Health Maintenance Activities							
Bathing							
Skin care							
Hair care							
Nail care							
Mouth care							
Shaving							
Dressing							
Feeding							
Ambulation							
Exercises							
Transfers							
Positioning							
Bladder care							
Bowel care							
Medication assistance							
Respiratory care							
Accompanying							
Protective Oversight (only if authorized by the Case Manager)							

Work Schedule: (Identify planned worked hours for each day. Include rest periods, if applicable).

Sun: \_\_\_\_\_  
 Mon: \_\_\_\_\_  
 Tues: \_\_\_\_\_  
 Wed: \_\_\_\_\_  
 Thurs: \_\_\_\_\_  
 Fri: \_\_\_\_\_  
 Sat: \_\_\_\_\_

Additional Working Conditions and Supervisor Expectations:

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

This schedule is for planning purposes only and may be modified orally based on mutual agreement between the Supervisor and Employee. In order to ensure compliance with the Fair Labor Standards Act, in no event, however, may the Attendant's general household responsibilities exceed 20% of the Attendant's total hours worked. General household responsibilities are any tasks that are not for the sole direct benefit of the Client. For example, dressing the Client, bathing the Client, or doing the Client's laundry are NOT general household responsibilities because they are for the sole benefit of the Client and benefit the Client directly. In contrast, vacuuming or dusting the Client's home, or preparing a meal for other household members, or doing laundry for other household members, are general household responsibilities.

If the Employee is unable to work a scheduled time, the Employee shall provide \_\_\_\_\_ hours advance notice to the Supervisor in order for the Supervisor to make alternative arrangements.

If the Supervisor wishes to change the time for receipt of services, the Supervisor shall provide at least \_\_\_\_\_ hours advance notice to the Employee.

In the event of an emergency on the part of either the Supervisor or the Employee preventing the Employee from providing services, the parties shall communicate as soon as possible.

## **5. Employment-At-Will**

This is an "employment-at-will" relationship. This Employment Agreement may be terminated by any party at any time without advance notice or cause. PPL Colorado encourages the Supervisor and the Employee each to provide the other parties two weeks' advance written notice prior to termination or resignation.

## **6. Service Provision Limitation**

An authorized representative of a Client may not be paid as an Attendant for the Client.

## **7. Pre-Employment Background Screening**

Before beginning employment, an Employee must sign a *Colorado State Public Request Form* and submit to the completion of a criminal background check and a Board of Nursing background check. As the employer of record, PPL Colorado maintains the right to conduct additional background check investigations on Employees as deemed appropriate and by signing this agreement the employee authorizes the conduct of these checks. PPL Colorado will be responsible for performing and assuming the cost of the pre-employment criminal background check and Board of Nursing background check.



Additionally, PPL will verify that your employees are authorized to work in the US through an electronic verification process provided by the Department of Homeland Security.

Employees under CDASS are exempt from the Colorado Nurse Practice Act with a few exceptions. They are not required to be certified or licensed to provide attendant support services. The employee acknowledges that PPL Colorado will be responsible for conducting a pre-employment Colorado Board of Nursing background check on new attendants to verify the employee's status regarding licensure and certification as described in this paragraph. The employee further acknowledges that to be hired as an employee under CDASS the individual must not have had his/her license as a nurse or certification as a nurse aid suspended or revoked, had his/her application for such license or certification denied, by reviewing licensing and certification information provided by the Colorado Board of Nursing.

An Employee is prohibited from representing himself or herself to the public as a licensed nurse, certified nurse aide, a licensed practical or professional nurse, a registered nurse, or a registered professional nurse when acting within the scope of his/her employment as a CDASS Employee.

## **8. Rights and Options of Employee**

In accordance with Colorado law, the following provisions will apply to CDASS Attendants:

- a.** PPL Colorado will provide Workers' Compensation Insurance for Attendants hired by the Client and/or authorized representative for the provision of service in the CDASS program.
- b.** All regularly employed trial or grand jurors will be paid regular wages, not to exceed \$50 per day, for the first 3 days of juror service or any part thereof. Colorado state law protects a juror's job. A Supervisor may not threaten, coerce, or discharge an Employee for reporting for juror service as summoned.
- c.** The Colorado Unemployment Insurance program provides temporary and partial wage replacement to workers who have become unemployed through no fault of their own.
- d.** Employees will not be paid for holidays.
- e.** Employees will not be paid for sick or leave time.
- f.** Employees will not receive severance pay.



- g. Employees will not be offered or receive health insurance benefits.

## **9. Incident/Accident Reporting**

The Employee must immediately report all work-related incidents and accidents to the Supervisor, including incidents or accidents involving the Supervisor or the Employee. The reporting of incidents or accidents is critical to ensure the proper handling of workers' compensation claims. All work-related injuries must be reported in writing to PPL Colorado within four working days of the injury.

## **10. Automobile Transportation and Liability Insurance**

Transportation is not an authorized task under the CDASS program. Attendants are not authorized to provide transportation services.

If an Attendant will be driving his or her personal vehicle while accompanying a Client as part of CDASS services, the Attendant must provide PPL Colorado with proof of a valid driver's license and automobile liability insurance at the time of employment. The Attendant must maintain the insurance coverage in good standing during the time of employment, and the coverage must meet minimum Colorado state requirements. A Client cannot be transported by the Attendant until the above documentation has been provided to PPL using the "Driver's License and Auto Insurance Verification Form" form and PPL has notified the Attendant that s/he is authorized.

The Attendant must notify PPL Colorado of any change in his/her auto insurance and Colorado driver's license status that would compromise this requirement.

Attendants may not use any electronic devices, including cell phones or message texting devices, while operating an automobile or other motor vehicle while providing services to a Client. All passengers must use seat belts while the vehicle is being operated.

## **11. Non- Harassment Policy**

It is the policy of the Supervisor and PPL Colorado to ensure that the working environment gives every Employee an equal opportunity to succeed, regardless of race, color, religious creed, national origin, gender, sexual orientation, age, disability, veteran status, marital status or any other protected states. Both the Supervisor and PPL Colorado are committed to ensuring a work environment free from all forms of discrimination and unlawful harassment, including sexual harassment. Neither the Supervisor nor PPL Colorado will tolerate any form of unlawful harassment in the workplace. While this policy sets forth the goal of promoting a workplace that is free of unlawful harassment, it is not designed or intended to limit the authority of PPL Colorado or the Supervisor to discipline or take remedial action for workplace conduct that the

Supervisor or PPL Colorado deems unacceptable, regardless of whether that conduct constitutes unlawful harassment.

**A. Sexual Harassment:** Sexual Harassment can result from sexual conduct directed from a Client or authorized representative toward an Employee or from an Employee toward a Supervisor. Sexual harassment can involve male or female Supervisors and includes sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- submission to or rejection of such conduct is used as the basis for employment decisions; or
- such conduct has the purpose or effect of unreasonably interfering with an employees work performance or creating an intimidating, hostile or offensive working environment.

**B. Hostile Work Environment:** It can be unlawful to have conduct in the workplace that denigrates or shows hostility or aversion towards an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, physical or mental disability, ancestry, marital status, veteran status or other protected category that:

- has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment; or
- has the purpose or effect of unreasonably interfering with an attendant's work performance

If an Employee believes that he or she has been subject to conduct that may be sexual or other harassment, the Employee must inform PPL Colorado immediately and is also strongly encouraged to inform the Supervisor immediately. PPL Colorado will investigate any reported allegations of sexual or other harassment. If, as a result of the investigation, it is determined that any Employee or Supervisor engaged in conduct that may be harassment, appropriate remedial or disciplinary action will be taken. Depending on the nature, severity and frequency of the conduct, such actions could include discipline and termination of employment for the Employee, and will be reported to the Department.



## **12. Drug Free Workplace**

Illegal or inappropriate drug and/or alcohol use is detrimental to the safety of the Client and negatively affects productivity. No Employee is allowed to consume, possess or be under the influence of illegal drugs and/or alcohol at any time during hours of service provision for CDASS Clients. Manufacturing, distributing, transferring, purchasing or selling illegal drugs and/or alcohol during hours of service provision to a Client likewise is forbidden. Such activities may lead to disciplinary action up to and including termination.

Employees who are convicted of any criminal drug violation during the term of this Employment Agreement must report such conviction to both the Supervisor and PPL Colorado within 5 business days. An Employee using a prescription drug that might impair the ability to perform his or her duties should inform his or her Supervisor and PPL Colorado that he or she is taking such medication on the advice of a physician. Documentation from a physician including possible side effects that could jeopardize the safety of the Client and negatively impact employee performance must be provided to PPL Colorado immediately.

## **13. Statement of Responsibility**

The Employee has been recruited and hired by the Supervisor and will receive orientation and necessary training from the Supervisor, who shall manage the Employees workplace activities and duties. The client and/or authorized representative shall develop the emergency back-up plan and is responsible for implementation when necessary. The back-up plan will include names and contact information of back-up workers and instructions for those assisting during an emergency or back-up situation. Attendant will notify PPL Colorado in the event of an emergency involving the client.

In addition to serving as the financial management service organization on behalf of the Supervisor, PPL Colorado will provide training and consultation to the Supervisor on matters pertaining to the service delivery under CDASS program rules to ensure compliance with applicable waiver rules and guidelines. The Employee and Supervisor may access PPL Colorado for information and clarification on any of the stipulations set forth in this Employment Agreement.

## **14. Indemnification**

The Supervisor agrees to hold PPL Colorado harmless for any acts, errors or omissions committed by the Employee or Supervisor causing harm to any other person or entity, including but not limited to the following:

- breach of this agreement or any of its provisions;



- failure to adhere to any of the Policies or Procedures of PPL Colorado or the CDASS program; or
- failure to comply with any state or federal employment or anti-discrimination laws.

The Employee agrees to hold PPL Colorado harmless for any acts, errors or omissions committed by the Employee or Supervisor causing harm to any other person or entity, including but not limited to the following:

- breach of this agreement or any of its provisions;
- failure to adhere to any of the Policies or Procedures of PPL Colorado or the CDASS program; or
- failure to comply with any state or federal employment or anti-discrimination laws.

Employee and Supervisor each agree that the information provided in this employment agreement is true, correct and complete.

### **15. Signatures**

Each party agrees to this Employment Agreement by signature on the following Signature Page.

Please be sure to include the signature page when you return this document to PPL Colorado.



**Employment Agreement Signature Page**

**Employee**

I acknowledge that I have received, read and understand the terms of the PPL Colorado Employment Agreement. I understand that I am an employee-at-will and may separate or be separated from employment by PPL Colorado or the Supervisor at any time without advance notice or cause.

*We recommend you retain a copy of this document prior to remitting to PPL Colorado.*

**Authorization for Inclusion in the Attendant Registry Website** *(please circle either yes or no below)*

I would like my information to be posted on the PPL Colorado Attendant Registry Website to serve as a potential referral source to other Supervisors: **YES or NO**

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

**Social Security Number:** \_\_\_\_\_

**Employee Address:** \_\_\_\_\_

**Employee Phone:** \_\_\_\_\_

**Employee e-mail Address:** \_\_\_\_\_

**Employee tentative start date:** \_\_\_\_\_

**Supervisor**

As the Supervisor, I understand that should I terminate an employee or receive notification that an employee will no longer provide services on my behalf, I will complete and submit an Employee Change or Separation of Employment Form within 24 hours to PPL Colorado so that PPL Colorado can deliver the employee’s final paycheck.

**Supervisor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Supervisor Name:** \_\_\_\_\_

**Authorized Representative Signature (if applicable):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Authorized Representative Name:** \_\_\_\_\_

**PPL Colorado**

**PPL Colorado Representative Signature:**  Marc Fenton (Signature on File)